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CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:30 a.m. December 22, 2009

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Approve the minutes of the regular meeting on December 15, 2009

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

V. CONSENT PLANNING AGENDA (ITEMS 1 THROUGH 3)

1. *ZON2009 00034 - City zone change from NO Neighborhood Office ("NO"), MF-29 Multi-Family Residential ("MF-29") and LC Limited Commercial ("LC") to GO General Office ("GO"); generally located south of 21st Street North and west of Erie Avenue. (District I)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the zone change and place the ordinance establishing the zone change on first reading.

2. *DED 2009-18 - Dedication of Abutter's Access Rights, access control located on the west side of West Street and south of Central. (District IV)

RECOMMENDED ACTION: Accept the Dedication.

3. *VAC2009-35 - Request to vacate the platlor's text to amend the types of uses allowed in a platted reserve, generally located north of Kellogg Street, on the east side of 167th Street West. (District V)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Summer Jackson, Housing Member is also seated with the City Council.

VII. CONSENT HOUSING AGENDA

1. *Submission to HUD for 2010 Section 8 Mainstream Funding.

RECOMMENDED ACTION: Approve the submission of the 2010 requisition for payment of annual contributions for the Section 8 Mainstream Program and authorize the necessary signatures.

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

IX. CONSENT AIRPORT AGENDA (ITEMS 1 THROUGH 4)

1. *KDOT Grant Agreement - Runway Repair - Colonel James Jabara Airport.

RECOMMENDED ACTION: Approve the receipt of funds, and authorize the Director of Airports to sign all the documents related to the KDOT Grant Agreement.

2. *Airparts Company - S.A. No. 14.

RECOMMENDED ACTION: Approve the Supplemental Agreement and authorize the necessary signatures.

3. *Jabara Airport Farming License - Selection of Licensee.

RECOMMENDED ACTION: Approve the license agreement and authorize the necessary signatures.

4. *Snow Removal Equipment Facility Design Study - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the project budget and the contract and authorize the necessary signatures.

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA

None

XI. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

XII. CONSENT AGENDA (ITEMS 1 THROUGH 14A)

1. Report of Board of Bids and Contracts dated December 21, 2009.

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>New</u>	<u>2009</u>	<u>(Consumption off Premises)</u>
Martha A. Vasquez	Super del Centro Pawnee, LLC	2425 South Hillside SU 300
<u>Renewal</u>	<u>2009</u>	<u>(Consumption off Premises)</u>
Dat Huynh	D & T Station	895 South Woodlawn
Jaspal Singh Mann	Best Retailers LLC	2950 N Ohio
Jeanne Merritt	Sunshine Energy LLC dba SE #125	
Jeanne Merritt	Sunshine Energy LLC dba SE #128	
Jeanne Merritt	Sunshine Energy LLC dba SE #134	
Jeanne Merritt	Sunshine Energy LLC dba SE #135	
Jeanne Merritt	Sunshine Energy LLC dba SE #160	
Jeanne Merritt	Sunshine Energy LLC dba SE #35	
Jeanne Merritt	Sunshine Energy LLC dba SE #58	
<u>Renewal</u>	<u>2009</u>	<u>(Consumption on Premises)</u>
Carmen Rosales	Connie's Mexico Café*	2227 North Broadway

* General/Restaurant 50% or more gross revenue from sale of food.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates:

- a. Preliminary Estimates. (See attached)

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:

- a. Petition for Street Paving in Emerald Bay Estates 2nd Addition, north of 21st Street, west of West Street.
(District V)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Agreements/Contracts:

- a. City of Wichita Wellness Program.
b. Program Management Services for Water Supply Projects - Supplemental Agreement.

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

6. Change Orders:

- a. 2009 Street Maintenance Program. (Districts I, III, IV and VI)

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

7. Minutes of Advisory Boards/Commissions.

Joint Investment Committee, November 5, 2009
Wichita Airport Advisory Board, November 2, 2009
District VI Advisory Board, November 2, 2009
Board of Code Standards and Appeals, November 2, 2009
Arts Council, November 12, 2009

RECOMMENDED ACTION: Receive and file.

8. Repair or Removal of Dangerous and Unsafe Structures. (District I)

<u>Property Address</u>	<u>Council District</u>
a. 1908 North Grove	I

RECOMMENDED ACTION: Adopt the resolutions to schedule public hearings before the City Council on February 2, 2010 at 09:30 a.m. or as soon as possible thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

9. Report on Claims for November, 2009.

<u>Name of Claimant:</u>	<u>Amount:</u>
Gabriel Grebenik	\$100.00
Kate Jantz	\$1,800.18**
Kansas Gas Service	\$1,980.01**
Dennis Sanders	\$709.28
United Parcel Service	\$1,162.63

** Settled for lesser amount than claimed.

RECOMMENDED ACTION: Approve and file.

10. Resolution to authorize the support for and filing of 2009 Transportation Enhancement Program applications to the Kansas Department of Transportation for the proposed Redbud Trail. (District I)

RECOMMENDED ACTION: Approve the Resolution of Support and authorization for application submittal to the KDOT.

11. Private Lot Owner Lease Agreements, INTRUST Bank Arena. (District I)

RECOMMENDED ACTION: Approve the leases and authorize the necessary signatures.

12. Amendment to Parking Management Contract. (District VI)

RECOMMENDED ACTION: Approve the contract amendment and authorize necessary signatures.

13. Federal Fiscal Year 2009/2010 Community Services Block Grant American Recovery and Reinvestment Act Application Revision.

RECOMMENDED ACTION: Approve the Federal Fiscal Year 2009/2010 Community Services Block Grant American Recovery and Reinvestment Act Application revision and authorize the necessary signatures.

14. Second Reading Ordinances: (First Read December 15, 2009)

- a. List of second reading Ordinances. (See Attached)

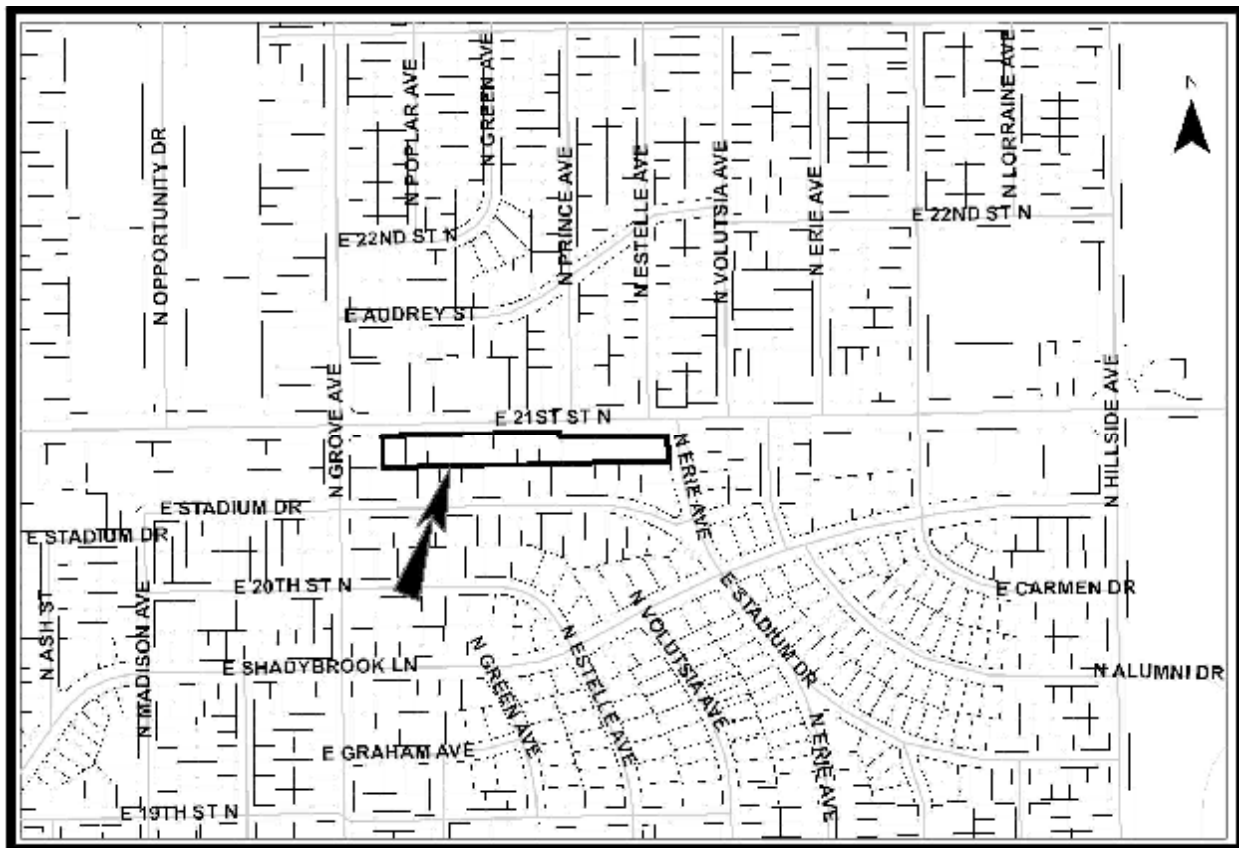
RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

City of Wichita
City Council Meeting
December 22, 2009

Agenda: Planning (Consent)

DAB Recommendation: Approve (9-0).



Background: This is a request for a City zone change from NO Neighborhood Office (“NO”), MF-29 Multi-Family Residential (“MF-29”) and LC Limited Commercial (“LC”) to GO General Office (“GO”), generally located south of 21st Street North and west of Erie Avenue. The contract purchaser has an existing medical office and counseling service on the property zoned NO at the southwest corner of 21st Street North and Erie Avenue. The contract purchaser would like to expand its office facility and parking lot areas to the west on property zoned MF-29 and LC. The area to be rezoned would be Lots 3-13, Block 4 of Shadybrook Addition except the north 18 feet of these lots. The contract purchaser also has requested to rezone the NO tract to GO since the expanded office building would exceed the maximum size allowable for an office building in the NO zoning district. GO zoning will accommodate the expansion plans.

The site is extremely long and narrow. The applicant is requesting a Zoning Adjustment to the parking requirement and a compatibility setback reduction (BZA2009-00050).

The site is located along the south side of 21st Street North, in the redevelopment corridor. It occupies all of the block between Erie Avenue and Grove Avenue except the speedy cash operation, zoned LC, on the southeast corner. About two-thirds of the property north of 21st is zoned LC and is the location of a car wash and a small-scale commercial retail and office center, a vacant LC tract, medical offices on GO zoning and NR Neighborhood Retail (“NR”), and a house on SF-5 Single-Family Residential (“SF-5”). The property on the northeast corner of 21st and Grove is a vacant building most recently used as the Boys and Girls Club prior to the relocation of the Boys and Girls Club two blocks west to the Opportunity Place Planned Unit Development. The northwest corner is the location of a liquor store and the southwest corner is the location of a bank. The property to the east of the site is a police station on property zoned TF-3 Two-Family Residential (“TF-3”). The property to the south is zoned TF-3 and developed with single-family residences and duplexes, several vacant properties and several properties in poor repair.

Analysis: At the District I Advisory Board meeting held on November 2, 2009, the DAB voted (9-0) to approve this request. No citizens spoke in opposition. At the MAPC meeting held on November 19, 2009, the MAPC voted (10-0) to approve the requested zoning. There were no protests to this request at the MAPC meeting. Staff has not received any protests to the requested zoning.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions: Adopt the findings of the MAPC and approve the zone change; place the ordinance establishing the zone change on first reading.

Attachment: None

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2009-00034

Zone change from NO Neighborhood Office ("NO"), MF-29 Multi-Family Residential ("MF-29") and LC Limited Commercial ("LC") to GO General Office ("GO") on property described as:

Lot 1, Block 1, Center for Health and Wellness Addition to Wichita, Sedgwick County, Kansas and Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13, Except the North 18 feet thereof, Block 4, Shadybrook Addition to Wichita, Sedgwick County, Kansas., generally located south of 21st Street North and west of Erie Avenue.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, _____

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney



INTEROFFICE MEMORANDUM

TO: Wichita City Council
MAPC Members

FROM: LaShonda Porter, Neighborhood Assistant District 1

SUBJECT: ZON2009-00034

DATE: November 3, 2009

On Monday, November 2, 2009, the District Advisory Board (DAB) for Council District 1 heard the proposal to change from Neighborhood Office, Multi-Family Residential, and Limited Commercial to General Office, generally located south of 21st Street North and west of Erie Street.

The Board members and citizens present wanted to understand if landscaping would be a requirement for the zone change.

DAB members voted 9-0 to recommend approval of this request.

Please review this information when this request is considered.

EXCERPT OF THE NOVEMBER 19, 2009 MAPC HEARING

Case No.: ZON2009-34 - City of Wichita (owner); Center for Health and Wellness (contract purchaser) Request City zone change from NO Neighborhood Office and MF-29 Multi-Family Residential to GO General Office on property described as;

Parcel 1: Lot 1, Block 1, Center for Health and Wellness Addition to Wichita, Sedgwick County, Kansas.

Parcel 2: Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13, Except the North 18 feet thereof, Block 4, Shadybrook Addition to Wichita, Sedgwick County, Kansas. Generally located south of 21st Street North and west of Erie Street.

BACKGROUND: This is a request for a City zone change from NO Neighborhood Office (“NO”), MF-29 Multi-Family Residential (“MF-29”) and LC Limited Commercial (“LC”) to GO General Office (“GO”), generally located south of 21st Street North and west of Erie Street. The contract purchaser has an existing medical office and counseling service on the property zoned NO at the southwest corner of 21st Street North and Erie Street. The contract purchaser would like to expand its office facility and parking lot areas to the west on property zoned MF-29 and LC. The area to be rezoned would be Lots 3-13, Block 4 of Shadybrook Addition except the north 18 feet of these lots. The contract purchaser also has requested to rezone the NO tract to GO since the expanded office building would exceed the maximum size allowable for an office building in the NO zoning district. GO zoning will accommodate the expansion plans.

The site is extremely long and narrow. The applicant is requesting a Zoning Adjustment to the parking requirement and a compatibility setback reduction (BZA2009-00050).

The site is located along the south side of 21st Street North, in the redevelopment corridor. It occupies all of the block between Erie Street and Grove Street except the speedy cash operation, zoned LC, on the southeast corner. About two-thirds of the property north of 21st is zoned LC and is the location of a car wash and a small-scale commercial retail and office center, a vacant LC tract, medical offices on GO zoning and NR Neighborhood Retail (“NR”), and a house on SF-5 Single-Family Residential (“SF-5”). The property on the northeast corner of 21st and Grove is a vacant building most recently used as the Boys and Girls Club prior to the relocation of the Boys and Girls Club two blocks west to the Opportunity Place Planned Unit Development. The northwest corner is the location of a liquor store and the southwest corner is the location of a bank. The property to the east of the site is a police station on property zoned TF-3 Two-Family Residential (“TF-3”). The property to the south is zoned TF-3 and developed with single-family residences and duplexes, several vacant properties and several properties in poor repair.

CASE HISTORY: The property is platted as Shadybrook Addition, recorded November 19, 1941, on the portion zoned MF-29 and Center for Health and Wellness Addition, recorded April 10, 1998, for the portion zoned NO.

ADJACENT ZONING AND LAND USE:

NORTH:	LC, GO, NR, SF-5	Car wash, commercial retail/ office center, medical offices, vacant
SOUTH:	TF-3-	Single-family residences, duplexes and vacant
EAST:	TF-3	Police station
WEST:	LC, NR	Applicant’s vacant property zoned LC, speedy cash, bank, liquor store

PUBLIC SERVICES: The subject property has direct access onto 21st Street North, a five-lane urban arterial street. In 2006, the traffic volume (Annual Average Daily Traffic “AADT”) was approximately 22,000 on 21st Street North on each leg at Grove Street. The City is retaining 18 feet of property to use as right-of-way for 21st Street North. Normal public services are available.

CONFORMANCE TO PLANS/POLICIES: The “2030 Wichita Functional Land Use Guide, as amended May 2005” of the *1999 Update to the Wichita-Sedgwick County Comprehensive Plan* identifies this area as appropriate for “local commercial.” The requested zone change is in conformance with this recommendation. The 21st Street North Corridor Revitalization Plan identifies this area as “Neighborhood Retail.” This is a new land use category that envisions smaller, niche shops that serve the adjacent communities. Neighborhood Retail varies from the Neighborhood Centers category (within the “Commercial Retail” classification) in the existing Wichita-Sedgwick County Comprehensive Plan. Neighborhood centers are “typically anchored by a supermarket” as opposed to the local, specialty shops envisioned for the Neighborhood Retail land use. The proposed office use does not strictly fit this category and more nearly falls in the category of “Commercial-Mixed.” The 21st Street Plan also recommends an implementation priority for the abutting residential property to the south of the zone change request in “Implementation Action #11: Acquire underutilized residential parcels east of Grove and 21st Street to consolidate parcels and create a viable development site.”

RECOMMENDATION: Based upon this information available prior to the public hearings, planning staff recommends that the request be APPROVED.

This recommendation is based on the following findings:

1. **The zoning, uses and character of the neighborhood:** The site is located along the south side of 21st Street North, in the redevelopment corridor. It occupies all of the block between Erie Street and Grove Street except the speedy cash operation, zoned LC, on the southeast corner. About two-thirds of the property north of 21st is zoned LC and is the location of a car wash and a small-scale commercial retail and office center, a vacant LC tract, medical offices on GO zoning and NR Neighborhood Retail (“NR”), and a house on SF-5 Single-Family Residential (“SF-5”). The property on the northeast corner of 21st and Grove is a vacant building most recently used as the Boys and Girls Club prior to the relocation of the Boys and Girls Club two blocks west to the Opportunity Place Planned Unit Development. The property to the east of the site is a police station on property zoned TF-3 Two-Family Residential (“TF-3”). The property to the south is zoned TF-3 and developed with single-family residences and duplexes, several vacant properties and several properties in poor repair.
2. **The suitability of the subject property for the uses to which it has been restricted:** The property could be used as currently zoned by keeping the smaller office on the NO zoned lot and redeveloping the MF-29 lots with multi-family uses, plus using the existing LC for more intensive uses. However, it is shown on the Comprehensive Plan and the 21st Street North Corridor Revitalization plan as being more suited to an intensity of uses comparable to the neighborhood retail designation. The property to the west and across 21st Street North is zoned more intensively as LC. Both factors indicate it is more suited to the requested rezoning than to current zoning.
3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** The most affected properties are the TF-3 lots to the south and the narrowness of the site complicates compliance with compatibility setbacks. While the office use has more potential impact on its southern boundary, other screening and buffering and landscaping site requirements can be used

to reduce the impact. The limiting of the zone change to GO rather than LC eliminates those more intensive commercial uses such as convenience stores, retail, car washes, etc. that have greater impacts on nearby residential use.

4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The “2030 Wichita Functional Land Use Guide, as amended May 2005” of the *1999 Update to the Wichita-Sedgwick County Comprehensive Plan* identifies this area as appropriate for “local commercial.” The requested zone change is in conformance with this recommendation. The 21st Street North Corridor Revitalization Plan identifies this area as “Neighborhood Retail.” This is a new land use category that envisions smaller, niche shops that serve the adjacent communities. Neighborhood Retail varies from the Neighborhood Centers category (within the “Commercial Retail” classification) in the existing Wichita-Sedgwick County Comprehensive Plan. Neighborhood centers are “typically anchored by a supermarket” as opposed to the local, specialty shops envisioned for the Neighborhood Retail land use. The proposed office use does not strictly fit this category and more nearly falls in the category of “Commercial-Mixed.” The 21st Street Plan also recommends an implementation priority for the abutting residential property to the south of the zone change request in “Implementation Action #11: Acquire underutilized residential parcels east of Grove and 21st Street to consolidate parcels and create a viable development site.”
5. Impact of the proposed development on community facilities: The impact on public services will be an increase over its vacant status but within the range of expected traffic and the use of community facilities for the recommended neighborhood retail types of uses.

DONNA GOLTRY, Planning Staff presented the Staff Report.

MOTION: To approve subject to staff recommendation.

J. JOHNSON moved, **SHERMAN** seconded the motion, and it carried (10-0).

**City of Wichita
City Council Meeting
December 22, 2009**

TO: Mayor and City Council Members

SUBJECT: DED 2009-18 -- Dedication of Abutter's Access Rights (access control) located on the west side of West Street and south of Central. (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Accept the Dedication.

Background: This Dedication is associated with Lot Split Case No. SUB 2009-31 (Wescen Addition and Parkwilde Addition) and is for access control along West Street.

Analysis: None.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Dedication will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council accept the Dedication.

Attachment: Dedication of Abutter's Access Rights



DEDICATION OF ABUTTER'S ACCESS RIGHTS

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, Plaza West Shopping Center, L.L.C., a Kansas limited liability company, being the owner of the following described real estate in Sedgwick County, Kansas, to wit:

Parcel "A"

A portion of Lot 3, Block 8, Parkwilde Addition to Wichita, Sedgwick County, Kansas, described as commencing at the SE corner of said Lot 3; thence S88°45'30"W, along the south line of said Lot 3, 30.00 feet to the point of beginning; thence continue S88°45'30"W, along the south line of said Lot 3, 261.87 feet; thence N01°09'56"W, 120.07 feet to a point on the north line of said Lot 3; thence N88°46'18"E, along the north line of said Lot 3; 261.48 feet to a point on the north line of said Lot 3, and 30.00 feet west of the NE corner of said Lot 3; thence S01°21'06"E, 120.01 feet to the point of beginning; TOGETHER WITH a portion of Lot 1, Wescen Addition, Wichita, Sedgwick County, Kansas EXCEPT the east 10 feet and the north 10 feet thereof dedicated for street purposes, more particularly described as commencing at the SE corner of Lot 3, in said Block 8; thence S88°45'30"W, along the south line of said Lot 3, 30.00 feet; thence N01°21'06"W, 120.01 feet to a point on the south line of said Lot 1, said point being 10.00 feet west of the SE corner of said Lot 1, said point being the point of beginning; thence S88°46'18"W, along the south line of said Lot 1, 261.48 feet; thence N01°09'56"W, 334.21 feet; thence N88°38'54"E, perpendicular to the east line of said Lot 1, 260.39 feet, to a point 10 feet west of the east line of said Lot 1; thence S01°21'06"E, parallel with the east line of said Lot 1, 334.77 feet to the point of beginning, all being subject to road rights-of-way of record.

46
(SUB 2009-31)
DED 2009-18

does hereby transfer and convey to the City of Wichita, all abutter's rights of access, ingress, and egress to said property from or to West Street over and across the east line of Parcel "A", EXCEPT the north 15.00 feet of Parcel "A", and EXCEPT the north 30.00 feet of the south 285.00 feet of Parcel "A", and EXCEPT the north 50.00 feet of the south 80.00 feet of Parcel "A" to have and to hold the same forever. It being understood that this conveyance is a covenant running with the land and prohibits all subsequent owners thereof and all members of the public from entering upon said Parcel "A" from West Street EXCEPT over the north 15.00 feet of Parcel "A", and EXCEPT over the north 30.00 feet of the south 285.00 feet and EXCEPT over the north 50.00 feet of the south 80.00 feet of said Parcel "A".

Executed this 27 day of OCTOBER, 2009.

Plaza West Shopping Center, L.L.C.
By: ~~J & F Management Co., Manager~~

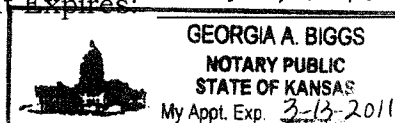
By: Jack E. Bayouth
Jack E. Bayouth, ~~President~~ **MANAGER**

STATE OF Kansas)
COUNTY OF Sedgwick) SS:

BE IT REMEMBERED, that on this 27th day of October, 2009, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jack E. Bayouth, as President of J & F Management Co., Manager of Plaza West Shopping Center, L.L.C., a Kansas limited liability company, who is personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

(My Appointment Expires: 3-13-2011)



Georgia A. Biggs
Notary Public

City of Wichita
City Council Meeting
December 22, 2009

To: Mayor and City Council

Subject: VAC2009-00035 - Request to vacate the platlor's text to amend the types of uses allowed in a platted reserve, generally located north of Kellogg Street, on the east side of 167th Street West. (District V)

Initiated By: Metropolitan Area Planning Department

Agenda: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (unanimously).

Background: The applicant is requesting that the uses allowed in the 11.19-acre platted Reserve A, Goddard School Addition be vacated and amended. Currently, the platlor's text identifies that Reserve A is to be used for "...public drainage, landscaping, open space and public utilities confined to easements." The applicant requests the vacation to amend the text to allow parking, drives and tennis courts, while retaining the reserve's original uses. There are manholes, sewer and water lines in the platted reserve. Sewer and the manholes are covered by platted easements. Water is confined to easements dedicated by separate instrument; film page(s) 29040532, 29040533, 29040534, and 29040535. The platted reserve is not located within any FEMA floodways or flood zones. There are no franchised utilities located within the described reserve. The Goddard School Addition was recorded with the Register of Deeds on July 11, 2005.

Analysis: The MAPC voted (11-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

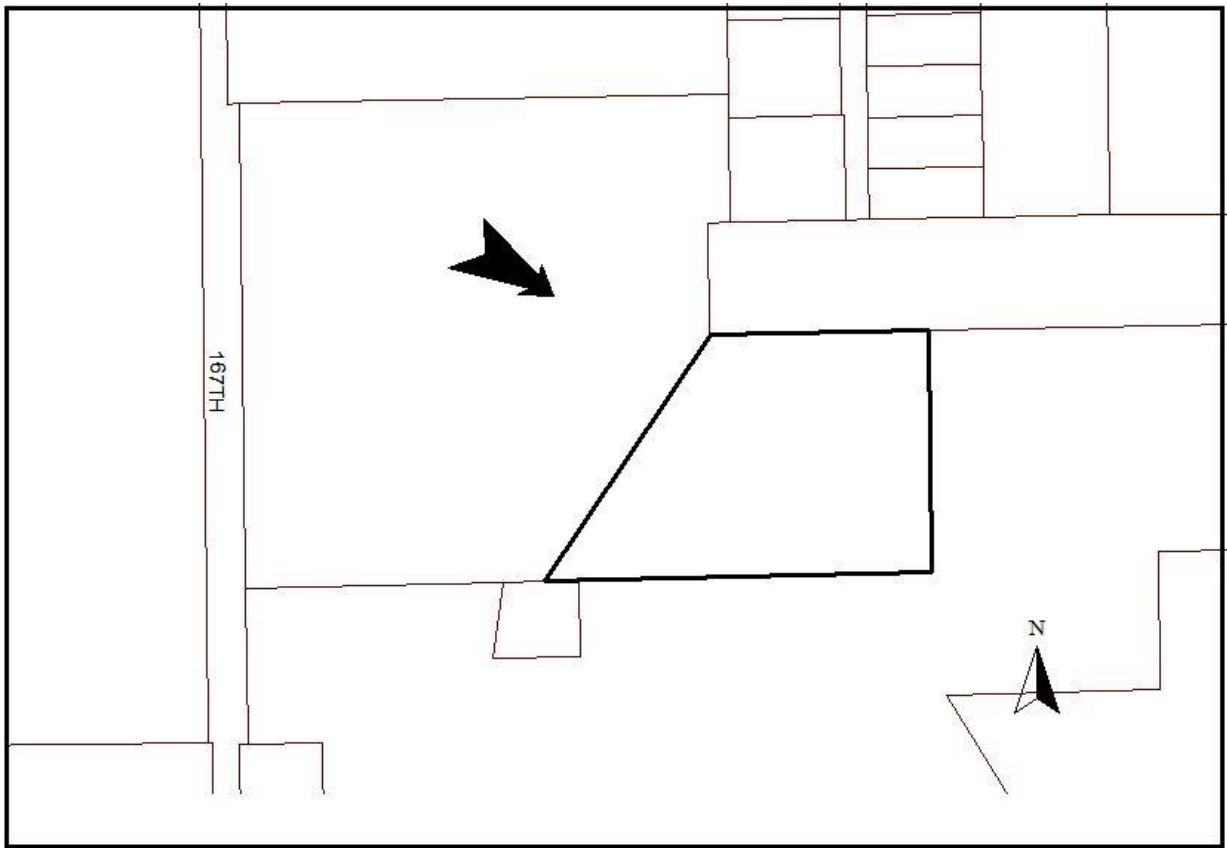
Financial Considerations: None.

Goal Impact: Ensure efficient infrastructure.

Legal Considerations: A certified copy of the Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Attachments: None.



City of Wichita
City Council Meeting
December 22, 2009

TO: Wichita Housing Authority Board

SUBJECT: Submission to HUD for 2010 Section 8 Mainstream Funding

INITIATED BY: Housing and Community Services Department

AGENDA: Wichita Housing Authority (Consent)

Recommendation: Approve the submission of the 2010 requisition for payment of annual contributions for the Section 8 Mainstream Program and authorize the necessary signatures.

Background: The U.S. Department of Housing and Urban Development (HUD) requires that the Wichita Housing Authority (WHA) annually submit Section 8 Mainstream budgets for HUD approval. The budget estimates the housing assistance and administrative fees necessary to support the 75 Mainstream housing assistance vouchers that HUD has allocated for the WHA. Mainstream vouchers are specifically designated to help persons with disabilities, to obtain affordable housing. The Mainstream program allows a client to locate his or her own rental housing unit; the WHA subsidizes the rent through housing assistance payments to the landlord based on the client's household income.

Analysis: The 2010 Budget will provide \$319,821 for the period of January 1, 2010 through December 31, 2010. These funds will support the rental assistance for 75 persons and will provide for administrative costs based on the actual number of months the units are leased.

Legal Considerations: The Wichita Housing Authority Board's approval is required for budget submittal to HUD.

Financial Considerations: The program is completely funded by HUD grants. No local tax funds will be required for this program.

Goal Impact: The Mainstream program will contribute to the Economic Vitality and Affordable Living goal.

Recommendations/Actions: It is recommended the Wichita Housing Authority Board approve the submission of the 2010 requisition for payment of annual contributions for the Section 8 Mainstream Program and authorize the necessary signatures.

Attachments:

HUD Form-52663	HUD Form-50071
HUD Form-52673	Standard Form-LLL
HUD Form-52672	Standard Form-424
HUD Form-50070	

**Suggested Format for
Requisition for Partial
Payment of Annual Contributions**
Section 8 Housing Assistance Payments Program

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(Exp. 07/31/2007)

Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless that collection displays a valid OMB control number. Authority for this collection of information is the Housing and Community Development Act of 1987. Housing Agencies (HAs) required to maintain financial reports in accordance with accepted accounting standards too permit timely and effective audits. The financial records identify the amount of annual contributions that are received and disbursed by HAs. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Date of Requisition (mm/dd/yyyy) 12/02/2009		2. No. of Months in 1st FY 12		4. Public Housing Agency (HA) (Name and Address) HOUSING AND COMMUNITY SERVICES DEPARTMENT 332 N. RIVERVIEW WICHITA, KS 67203 (WICHITA HOUSING AUTHORITY) (MAINSTREAM 5-YR)	
3. Project Number K S 0 0 4 D V 0 0 0 1					
5. Housing Program Type (Mark one) <input type="checkbox"/> (a) Moderate Rehabilitation <input checked="" type="checkbox"/> (c) Rental Vouchers <input type="checkbox"/> (b) Rental Certificates		6. HA Fiscal Year Ending Date (Mark one box and complete year) <input type="checkbox"/> March 31, <input type="checkbox"/> June 30, <input type="checkbox"/> September 30, <input checked="" type="checkbox"/> December 31, (YYYY) 2010			
7. Number of Units Under Lease to Eligible Families as of Date of Requisition 75	8. Average Monthly Housing Assistance Payment Per Unit as of Date of Requisition 298.37	9. Estimated Number of Units to be Under Lease at End of Requested Year 75	10. Unit Months Under Lease Year to Date 840 (12 MOS)	11. Average Monthly Housing Assistance Payment Per Unit Year to Date 298.00	

	Funds Required for Requested Year
12. Preliminary Administrative and General Expense	
13. Estimated Housing Assistance Payments (Account 4715)	268,200
14. Estimated Ongoing Administrative Fee	50,121
15. Estimated Hard-to-House Fee (Existing Housing Certificates and Housing Vouchers Only)	1,500
16. Independent Public Accountant Audit Costs (Section 8 Only)	0
17. Total Funds Required to End of Requested Year (Sum of Lines 12 through 16)	319,821
18. Payments Previously Approved for the Fiscal Year (applicable only to revised requisition)	0
19. Adjustment to Requisition (Difference of Line 17 and Line 18. Do not use brackets)	0
20. Total Payment Requirement For Requested Year (Line 18 plus or minus adjustment on Line 19 if revised requisition. Total must equal Line 17)	319,821

21. <input checked="" type="checkbox"/> Paid in Equal Installments (Original Requisition Only) <input type="checkbox"/> Paid in Unequal Installments						
22. Installment	1	2	3	4	5	6
HA Total	26,660	26,651	26,651	26,651	26,651	26,651
HUD Revision						
Installment	7	8	9	10	11	12
HA Total	26,651	26,651	26,651	26,651	26,651	26,651
HUD Revision						
23a. Total (HA) \$	23b. Total (HUD) \$		24. Revised Monthly Installments Begin Month Of:			
319,821						

I certify that (1) housing assistance payments have been or will be made only in accordance with Housing Assistance Payments Contracts or Housing Voucher contracts in the form prescribed by HUD and in accordance with HUD regulations and requirements; (2) units have been inspected by the HA in accordance with HUD regulations and requirements; and (3) this requisition for annual contributions has been examined by me and to the best of my knowledge and belief is true, correct and complete.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Title of Authorized HA Official Director of Housing and Community Services		Title of Authorized HUD Approving Official	
Signature	Date (mm/dd/yyyy)	Signature	Date (mm/dd/yyyy)

Estimate of Total Required Annual Contributions

Section 8 Housing Assistance
Payments Program

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(Exp. 07/31/2007)

Public reporting burden for this collection of information is estimated to average 1.50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless that collection displays a valid OMB control number. Authority for this collection of information is the Housing and Community Development Act of 1987. Housing Agencies (HAs) required to maintain financial reports in accordance with accepted accounting standards too permit timely and effective audits. The financial records identify the amount of annual contributions that are received and disbursed by HAs. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Public Housing Agency (Name and Address) HOUSING AND COMMUNITY SERVICES 332 N. RIVERVIEW WICHITA, KS 67203 (WICHITA HOUSING AUTHORITY)	2. Project No. K S 0 0 4 D V 0 0 0 1
	3. Submission <input checked="" type="checkbox"/> Original <input type="checkbox"/> Revision No.

4. Annual Contributions Contract No. KC7012V	5. HUD Field Office Kansas City, MO	6. HUD Regional Office Kansas City, MO	7. No. Dwelling Units 75	8. No. Units Months 900
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9. Housing Program Type (Mark One)
☐ (a) New Construction ☐ (b) Substantial Rehabilitation ☐ (c) Moderate Rehabilitation ☐ (d) Existing Housing Certificates ☒ (e) Housing Vouchers

10. PHA Fiscal Year Ending Date (Mark one and complete year)
☐ (a) March 31, ☐ (b) June 30, ☐ (c) September 30, ☒ (d) December 31, YYYY 2010

I. Maximum Annual Contributions	PHA Estimate (Housing Vouchers Only)			HUD Approved (Housing Vouchers Only)		
	Housing Payments	PHA Fee	PHA Estimate Total	Housing Payments	PHA Fee	HUD Approved Total
11. Maximum Annual Contributions Commitment	268,200	50,121	318,321			
12. Prorata Maximum Annual Contributions Applicable to a Period in Excess of 12 Months	H to H Fee	1,500	1,500			
13. Maximum Annual Contributions for Fiscal Year (Line 11 plus Line 12)	268,200	51,621	319,821			
14. Project Account—Estimated or Actual Balance at Beginning of Requested Fiscal Year						
15. Total Annual Contributions Available—Estimated or Actual (Line 13 plus Line 14)	268,200	51,621	319,821			

II. Maximum Annual Contributions	PHA Estimate (Housing Vouchers Only)		PHA Estimate Total	HUD Approved (Housing Vouchers Only)		
	Housing Payments	PHA Fee		Housing Payments	PHA Fee	HUD Approved Total
16. Estimated Annual Housing Assistance Payments (form HUD-52672, Line 15)			268,200			
17. Estimated Ongoing Administrative Fee (form HUD-52672, Line 18)			50,121			
18. Estimated Hard-to-House Fee (form HUD-52672, Line 19)			1,500			
19. Estimated Independent Public Accountant Audit Costs			0			
20. Estimated Preliminary Administrative and General Expense (form HUD-52672, Lines 27 and 36)			0			
21. Carryover of Preliminary Administrative and General Expense not Expended in the Previous FY Ending ()			0			
22. Estimated Non-Expendable Equipment Expense (form HUD-52672, Line 32)			0			
23. Carryover of Non-Expendable Equipment Expense not Expended in the Previous FY Ending ()			0			
24. Total Annual Contributions Required—Requested Fiscal Year (Lines 16 through 23)			319,821			
25. Deficit at End of Current Fiscal Year—Estimated or Actual			0			
26. Total Annual Contributions Required (Line 24 plus Line 25)			319,821			
27. Estimated Project Account Balance at End of Requested Fiscal Year (Line 15 minus Line 26)			0			
28. Provision for Project Account Requested Fiscal Year Increase (decrease) (Line 27 minus Line 14)			0			

III. Annual Contributions Approved

29. Total Annual Contributions Approved/Requested Fiscal Year (Line 26 plus increase, if any, on Line 28)			319,821			
30. Source of Total Contributions Approved/Requested Fiscal Year: (a) Requested Fiscal Year Maximum Annual Contributions Commitment (Line 13 or Line 29, whichever is smaller)			319,821			
(b) Project Account (Line 29 minus Line 30(a))			0			

Name of PHA Approving Official

Mary K. Vaughn

Signature

Name of Approving HUD Field Office Official

Signature

Title

Director of Housing & Community Serv

Date (mm/dd/yyyy)

Title

Date (mm/dd/yyyy)

Previous editions are obsolete
Submit an Original and 2 copies

Supporting Data for Annual

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(Exp. 9/30/2002)

Contributions Estimates

Section 8 Housing Assistance

Payments Program

1. Public Housing Agency (Name and Address)

Housing and Community Services

332 N. Riverview
Wichita, Kansas 67203
Wichita Housing Authority

2. Project No.

KS004DV0001

3. Submission

☒ Original

Revision No. _____

4. No. of Dwelling Units

75

5. No. of Unit Months

900

Part I Estimate of Annual Housing Assistance Payments Required	Bedroom Size Of Dwelling Units	Number of Dwelling Units	(Per Glotson) Monthly Gross Rent /Payment Standard	Amount Payable by Family Toward Gross Rent	Monthly Housing Assistance Payments	Unit Months Under Lease	Annual Housing Assistance Payments
75	6. 0BR					0	0
	7. 1BR	46	494	258	236	552	130,272
	8. 2BR	24	651	278	373	288	107,424
	9. 3BR	5	870	361	509	60	30,540
	10. 4BR	-	-	-	-	-	-
	11. 5BR		-			-	-
	12. 6BR		-			-	-
		Due to rounding					(36)
	15. Total						268,200

Part II Calculation of Estimated Ongoing Administrative Fee	Unit Months (a)	HUD Published 2-BR Fair Market Rent x (b)	Product of Columns (a) x (b) = (c)	Allowable Admin Fee x (d)	Administrative Fee = (e)
16.	900	X	\$55.69		50,121
17.					0
18. Total					50,121

Part III Calculation of Estimated Hard-To-House (Existing Housing Certificates and Housing Vouchers Only)		Estimated Number of Families (a)	Fee Per Family x (b)	Total Hard To House = (c)
19.		20	75	1,500

Part IV Calculation of Estimated Preliminary Expense		Requested Amount	
		Requested Amount	HUD Modifications
Administrative Expenses	20. FSS Coordinators V00F04		
	21. Employee Benefit Contributions		
	22. Legal Expense		
	23. Travel Expense		
	24. Sundry		
	25. Office Rent		
	26. Accounting and Auditing Fees		
	27. Total Administrative Expenses		
Non-Expendable Equipment Expenses	28. Office Equipment		
	29. Office Furnishings		
	30. Automotive		
	31. Other		
	32. Total Non-Expendable Equipment Expenses		
General Expense	33. Maint. and Operations (Non-Expend Equip Only)		
	34. Insurance		
	35. Sundry		
	36. Total General Expense		
Total Preliminary Expenses	37. Sum of Lines 27,32, and 36		

Submit three copies

Previous Editions are obsolete

Certification for a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

Applicant Name

City of Wichita, Kansas, Department of Housing and Community Services (Wichita Housing Authority)

Program/Activity Receiving Federal Grant Funding

Wichita Housing Authority - Section 8 Mainstream 5 Year (FY2010)

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

332 N. Riverview, Wichita, Kansas 67203

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Mary K Vaughn

Title

Director of Housing and Community Services

Signature

Date

X

Certification of Payments to Influence Federal Transactions

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Applicant Name

CITY OF WICHITA, KANSAS, DEPARTMENT OF HOUSING AND COMMUNITY SERVICES
(WICHITA HOUSING AUTHORITY) 332 N. RIVERVIEW, WICHITA, KS 67203

Program/Activity Receiving Federal Grant Funding

SECTION 8 MAINSTREAM 5-YEAR FY 2010

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Mary K Vaughn

Title

Director of Housing and Community Services

Signature

Date (mm/dd/yyyy)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter <u>N/A</u> date of last report _____	
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier <u>x</u> , if known: City of Wichita, KS-Housing & Community Services (Wichita Housing Authority) 332 N. Riverview, Wichita, Kansas 67203 Congressional District, if know Kansas 4th			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: N/A Congressional District if, known:		
6. Federal Department/Agency: HUD			7. Federal Program Name/Description: Section 8 Mainstream 5-Year (FY2010) CFDA Number, if applicable: <u>14.871</u>		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ 319,821 (estimated)		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): N/A			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): N/A		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: <u>Mary K Vaughn</u> Title: <u>Director of Housing and Community Services</u> Telephone No.: <u>316-462-3795</u> Date: _____		
Federal Use Only:					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

APPLICATION FOR FEDERAL ASSISTANCE

Version 7/03

1. TYPE OF SUBMISSION: Application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction		2. DATE SUBMITTED December 2, 2009	Applicant Identifier	
Pre-application <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		3. DATE RECEIVED BY STATE	State Application Identifier	
		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier	
5. APPLICANT INFORMATION				
Legal Name: City of Wichita, Kansas		Organizational Unit: Department: Housing and Community Services		
Organizational DUNS: 04-306-34-60		Division: Wichita Housing Authority		
Address: Street: 332 N. Riverview		Name and telephone number of person to be contacted on matters involving this application (give area code)		
City: Wichita		Prefix: Ms	First Name: Mary	
County: Sedgwick		Middle Name K		
State: Kansas		Last Name Vaughn		
Zip Code 67203	Suffix:			
Country: USA		Email: mkvaughn@wichita.gov		
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 48-6000653		Phone Number (give area code) 316-462-3795		Fax Number (give area code) 316-462-3719
8. TYPE OF APPLICATION: <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) Other (specify) <input type="checkbox"/>		7. TYPE OF APPLICANT: (See back of form for Application Types) Public Housing Agency Other (specify)		
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: TITLE (Name of Program): Mainstream 5 yr 14-871		9. NAME OF FEDERAL AGENCY: U.S. Department of Housing and Urban Development		
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Wichita, Kansas		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Wichita Housing Authority - S8 Mainstream 5-Year Program		
13. PROPOSED PROJECT Start Date: 01/01/2010 Ending Date: 12/31/2010		14. CONGRESSIONAL DISTRICTS OF: a. Applicant Kansas 4th b. Project Kansas 4th		
15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?		
a. Federal Low Rent	\$.00	a. Yes. <input type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON		
b. Applicant	\$.00	DATE:		
c. State	\$.00	b. No. <input checked="" type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372		
d. Local	\$.00	<input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW		
e. Other Section 8 - Mainstream	\$ 319,821 .00	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?		
f. Program Income	\$.00	<input type="checkbox"/> Yes If "Yes" attach an explanation. <input checked="" type="checkbox"/> No		
g. TOTAL	\$ 319,821 .00			
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.				
a. Authorized Representative				
Prefix Ms	First Name Mary K		Middle Name	
Last Name Vaughn		Suffix		
b. Title Director of Housing and Community Services		c. Telephone Number (give area code) 316-462-3795		
d. Signature of Authorized Representative		e. Date Signed		

Previous Edition Usable
Authorized for Local Reproduction

Standard Form 424 (Rev.9-2003)
Prescribed by OMB Circular A-102

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form used by applicants as a required face sheet for pre-applications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

Item:	Entry:	Item:	Entry:
1.	Select Type of Submission.	11.	Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For preapplications, use a separate sheet to provide a summary description of this project.
2.	Date application submitted to Federal agency (or State if applicable) and applicant's control number (if applicable).	12.	List only the largest political entities affected (e.g., State, counties, cities).
3.	State use only (if applicable).	13.	Enter the proposed start date and end date of the project.
4.	Enter Date Received by Federal Agency Federal identifier number: If this application is a continuation or revision to an existing award, enter the present Federal Identifier number. If for a new project, leave blank.	14.	List the applicant's Congressional District and any District(s) affected by the program or project
5.	Enter legal name of applicant, name of primary organizational unit (including division, if applicable), which will undertake the assistance activity, enter the organization's DUNS number (received from Dun and Bradstreet), enter the complete address of the applicant (including country), and name, telephone number, e-mail and fax of the person to contact on matters related to this application.	15.	Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15.
6.	Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service.	16.	Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.
7.	Select the appropriate letter in the space provided. <div style="display: flex; justify-content: space-between;"> <div> A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District H. Independent School District </div> <div> I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify) O. Not for Profit Organization </div> </div>	17.	This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.
8.	Select the type from the following list: <ul style="list-style-type: none"> "New" means a new assistance award. "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date. "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision enter the appropriate letter: <div style="display: flex; justify-content: space-between;"> A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration </div> 	18.	To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)
9.	Name of Federal agency from which assistance is being requested with this application.		
10.	Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested.		

City of Wichita
City Council Meeting
December 22, 2009

TO: Wichita Airport Authority

SUBJECT: KDOT Grant Agreement
Runway Repair
Colonel James Jabara Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Kansas Department of Transportation (KDOT) Grant Agreement.

Background: This rehabilitation project will extend the life of the pavement, delay its reconstruction and reduce the possibility of deteriorated pavements creating debris. The pavements in the project area are in need of repairs to prevent premature pavement failure.

Analysis: The grant from KDOT will provide funding for a portion of the runway rehabilitation not covered by future Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grants. The total project including runway, taxiway and apron repair, is expected to cost \$1,000,000 with anticipated FAA funding of approximately \$855,000.

Financial Considerations: Funding for a maximum amount of \$118,250 has been offered by the Kansas Department of Transportation for 50% of the eligible runway work.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through the continued acceptance of grant funding which facilitates improvements to support the aviation community through appropriate maintenance of the Airport System's capital assets.

Legal Considerations: None.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the receipt of funds, and authorize the Director of Airports to sign all the documents related to the KDOT Grant Agreement.

Attachments: KDOT Grant Agreement.

AIRPORT MAINTENANCE AGREEMENT

PARTIES: This Agreement, made and entered into this _____ day of _____, _____, by and between the Wichita Airport Authority, hereinafter referred to as the "Sponsor" and the Secretary of Transportation of the State of Kansas, hereinafter referred to as the "Secretary." Collectively referred to as the "Parties."

PURPOSE: The Sponsor has applied for and the Secretary has approved an Airport Maintenance Project, hereinafter referred to as the "Project," and

The Secretary and the Sponsor are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of airport pavements, and

The Sponsor desires to construct a Project at Colonel James Jabara Airport, and

The Secretary and the Sponsor desire to enter into an Agreement to participate in the cost of the Project by use of State funds, with the Project being defined as follows:

Repair Runway 18-36

The Parties hereto mutually agree as follows:

1. The Sponsor agrees to prepare the plans, specifications, and cost estimate for the Project, to let the contract, to construct the Project in accordance with the plans and specifications, to inspect the construction, and to administer both the Project and the payments due the contractor, including the portion of cost borne by the Secretary. The plans and specifications, when approved by the Sponsor and the Kansas Department of Transportation's (KDOT's) Division of Aviation, are by reference made a part of this Agreement. The participating bid items shall be shown separated and listed apart from the non-participating bid items on both the approved plans and the bid documents. The Sponsor agrees to furnish to KDOT's Division of Aviation one (1) set of completed plans for its records. The Sponsor has the discretion to require the contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

2. The Sponsor agrees, immediately after the Project is let, to inform KDOT's Division of Aviation of the date the contract is let and the total contract amount.

3. It is mutually agreed the Project will be constructed within the limits of Colonel James Jabara Airport.

4. It is mutually agreed the Sponsor will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing structures, pole lines, pipelines, meters, and other utilities, publicly or privately owned, which may be necessary for construction of the Project in accordance with the approved plans. The expense of such removal or adjustment shall be borne by the owner or the Sponsor.

5. The Sponsor will require the Contractor to pay prevailing wages. The Sponsor will incorporate into the construction contract the current general wage decision for the county in which the project is being constructed. The Sponsor may obtain the current wage decision from KDOT's Bureau of Construction and Maintenance, Topeka, Kansas.

6. The Sponsor agrees to locate and be responsible for all costs necessary to remedy or clean up any hazardous waste site, including, but not limited to, leaking underground storage tanks discovered on rights of way, easements, and access rights acquired by the Sponsor. To the extent permitted by law, the Sponsor shall be responsible to the Secretary for all damages, fines or penalties, expenses, claims, and costs incurred by the Secretary from any hazardous waste site discovered on rights of way, easements and access rights acquired by the Sponsor prior to commencement of construction of the Project. The Sponsor shall take appropriate action to contain or remediate any identified hazardous waste site within the Project limits prior to letting of the Project. The Sponsor will investigate any and all hazardous waste sites discovered during construction of the Project on Sponsor owned land within the Project boundary and shall take appropriate action to contain or remediate such hazardous waste sites.

For any hazardous waste site, including, but not limited to, leaking underground storage tanks, to the extent permitted by law, the Sponsor shall hold harmless, defend, and indemnify the Secretary, its agents and employees against and from all damages, expenses and costs incurred by any person, the State of Kansas, or the United States Government for determining and undertaking remedial action, any fines or penalties assessed under state or federal laws, contract claims, personal injury claims, and damage of or loss of natural resources.

It is specifically agreed between the Parties executing this Agreement that any provision of this hazardous waste clause is not intended to make the public, or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party of this Agreement to maintain a suit for personal injuries, property damages, or hazardous waste claims. The duties, obligations and responsibilities of the Parties to this Agreement with respect to third Parties shall remain as imposed by law.

The Sponsor, by signing this Agreement with the Secretary have not repudiated, abandoned, surrendered, waived or forfeited their right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any hazardous waste on any rights of way, easements, and access rights acquired by the Sponsor. The Sponsor reserves the right to bring any action against any

third party for any hazardous waste site on any rights of way, easements, and access rights acquired by the Sponsor.

The term hazardous waste includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, are incorporated by reference and include but not limited to: (1) 40 C.F.R. § 261 *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 1990 Supp. 65-3431 *et seq.*, Hazardous Waste.

The standards to establish cleanup of a hazardous waste site include, but are not limited to, federal programs administered by the E.P.A., State of Kansas environmental laws and regulations, and Sponsor standards where the hazardous waste site is located.

7. According to the guidelines of the Kansas Airport Improvement Program, the Secretary agrees to reimburse the Sponsor **50%** of construction costs, including construction engineering, but not to exceed the Secretary's maximum participation of **\$118,250.00**. The Sponsor agrees to be responsible for 100% of Project costs which exceed the Secretary's maximum participation. The Secretary reserves the right to retain up to five percent (5%) of the Secretary's maximum participation until the Sponsor completes its obligations under this Agreement to the satisfaction of the Secretary.

8. The Secretary agrees to make such payment to the Sponsor as soon as reasonably possible after construction of the Project is completed and after receipt of proper billing and certification by the Sponsor that the Project was constructed within substantial compliance of the approved plans and specifications. The Sponsor further agrees to obtain final acceptance and certification of the Project through KDOT's Division of Aviation.

9. It is the policy of the Secretary to make any final payments to the Sponsor for services related to the Highway program in a timely manner. The Single Audit Standards set forth in Federal O.M.B. Circular A-133, "Audits of States, Local Governments and Non Profit Organizations" in 49 C.F.R. Part 18 (Common Rule), require an audit be performed by an independent certified public accountant in accordance with these standards. All information audited shall comply with 49 C.F.R. Part 18 (Common Rule).

The Secretary may pay any final amount due for the authorized work performed based upon the Sponsor's most recent Single Audit Report available and a desk review of the claim by the Contract Audit Section of KDOT's Bureau of Fiscal Services. The

Sponsor, by acceptance of this Agreement, acknowledges the final payment is subject to all single audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree as the Single Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Single Audit Report for items which are declared as not eligible for reimbursement. The Sponsor agrees to refund payment made by the Secretary to the Sponsor for items subsequently found to be not eligible for reimbursement by audit.

10. The Sponsor agrees the total estimated local share cost associated with the Project is **\$118,250.00**. Upon request by the Secretary, the Sponsor agrees to provide the Secretary an accounting of all reimbursable costs associated with the Project which are paid directly by the Sponsor to any party outside of KDOT and all costs incurred by the Sponsor not to be reimbursed by KDOT. This will enable the Secretary to report all costs of the Project to the legislature.

11. It is mutually agreed during construction, representatives of the Secretary shall make periodic inspection of the Project and the records of the Sponsor as may be deemed necessary or desirable. The Sponsor will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as necessary to the performance of this Agreement.

12. It is mutually agreed the following changes in the Project desired by the Sponsor require the approval of the Secretary:

- a. Fiscal year the Project is to be let
- b. Project description
- c. Project scope

13. It is further mutually agreed during construction any changes in the plans and specifications require the written approval of the Sponsor and the Secretary.

14. The provisions found in Contractual Provisions Attachment Form DA-146a, which is attached hereto and executed by the Parties in this Agreement, are hereby incorporated into this Agreement by reference and made a part hereof.

15. The provisions found in the Kansas Department of Transportation Civil Rights Special Attachment attached hereto are hereby incorporated into this Agreement by reference and made a part hereof.

16. The Sponsor agrees to adopt all necessary ordinances and/or resolutions and to take such legal steps as may be required to give full effect to the terms of this Agreement.

17. The Sponsor hereby expressly agrees and covenants they will defend, indemnify, hold harmless, and save the Secretary and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to

persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Sponsor, the Sponsor's employees, and its consulting engineers. The Sponsor shall not be required to defend, indemnify or hold the Secretary harmless for negligent acts of the Secretary or his or her authorized representatives or employees.

18. The Sponsor agrees to require the contractor to indemnify and save the Secretary and the Sponsor harmless from and against all liability for damage, costs and expenses arising out of any claim, suit, action, or otherwise for injuries and/or damages sustained to persons or property by reason of the work of employees under this Agreement.

19. It is further understood this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the Sponsor and their successors in office.

20. It is expressly agreed no third party beneficiaries are intended to be created by this Agreement, nor do the Parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

The Parties have executed this Agreement by their duly authorized officers on the day and year first written above.

_____	_____	_____
Wichita Airport Authority	Title	Date

_____	_____
Debra L. Miller, Secretary Kansas Department of Transportation	Date

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 3555) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such ACT, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following seven "Nondiscrimination Clauses".

CLARIFICATION

Where the term "consultant" appears in the following seven "Nondiscrimination Clauses", the term "consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the consultant, or the consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) Compliance with Regulations: The consultant will comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The consultant, with regard to the work performed by the consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

**City of Wichita
City Council Meeting
December 22, 2009**

TO: Wichita Airport Authority

SUBJECT: Airparts Company – S. A. No. 14

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Supplemental Agreement.

Background: Airparts is desirous of extending its current agreement for one additional year through December 31, 2010 for the use of an office/ warehouse facility located at 1991 Airport Road on Wichita Mid-Continent Airport. Airparts has occupied the space since January 1, 1996.

Analysis: Airparts occupies 2,504 square feet of the subject building, which has a total area of approximately 12,135 square feet. Rockwell Collins occupies the remainder of the facility. Facility rent is based upon an appraisal conducted by the Martens Companies to determine the fair market rental value of this facility. Rental is at the rate of \$6.15 per square foot.

Financial Considerations: Annual revenue to the Airport for use of the 2,504 sq. ft. will be \$15,389.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through maintaining agreements which allow the Airport to continue its operation on a self-sustaining basis.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Department of Law.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the Supplemental Agreement, and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 14.

SUPPLEMENTAL AGREEMENT NO. 14

By and Between

THE WICHITA AIRPORT AUTHORITY

and

AIRPARTS COMPANY, INC.

Facility Rental – 1991 Airport Road
Wichita Mid-Continent Airport

THIS SUPPLEMENTAL AGREEMENT NO. 14 made and entered into this December 22, 2009, by and between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas, hereinafter referred to as the "LESSOR"; and AIRPARTS COMPANY, INC. hereinafter referred to as the "LESSEE".

WITNESSETH:

WHEREAS, the parties hereto have heretofore entered into an Agreement dated December 18, 1995 for use of the facility located at 1991 Airport Road for aviation-related purposes in connection with its business of distribution and retailing of aircraft parts;

WHEREAS, the original agreement has been modified by Supplement Agreement Nos. 1 through 13, with the most recent supplement dated December 16, 2008; and

WHEREAS, the Lessor and Lessee are now desirous of entering into this Supplemental Agreement No. 14 for the purpose of adjusting the rental amounts and extending the Agreement for one year.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the parties hereto agree as follows:

1.

Term. The term of this extension shall be for a one-year period from January 1, 2010 through December 31, 2010.

2.

Rental. Facility rental during the term of this Supplemental Agreement shall be \$11,460.38 per year, for a monthly rental of \$955.03.

In addition to paying the foregoing facility rental, Lessee agrees to pay land rental for the leased premises, containing approximately 12,175 square feet. Basic land rental during the term of this Supplemental Agreement shall be \$3,928.87 per year, for a monthly rental amount of \$327.41.

3.

Other Terms. It is understood and agreed that except as modified herein all other terms and conditions of the original Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

By _____
Carl Brewer, President
"LESSOR"

By _____
Victor D. White, Director of Airports

ATTEST:

AIRPARTS COMPANY, INC.

By _____
Title _____

By _____
Title _____
"LESSEE"

APPROVED AS TO FORM: _____ Date: _____
Director of Law

City of Wichita
City Council Meeting
December 22, 2009

TO: Wichita Airport Authority

SUBJECT: Jabara Airport Farming License
Selection of Licensee

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the farming license.

Background: The Wichita Airport Authority currently has a license agreement with Tim Chappell to harvest brome and prairie grasses at Jabara Airport through December 31, 2009. In order to continue the farming operations and to make improvements to the property which will include the removal of trees, shrubs and noxious weeds as well as reseeding all areas to brome, Requests for Proposals (RFPs) were solicited and accepted by the City of Wichita Purchasing Manager on Friday, November 13, 2009.

Analysis: Tim Chappell was the single proponent to farm 421.7 acres at Jabara Airport. Chappell's Management Plan provides a schedule within the term of the license to remove all undesirable vegetation, reseed, fertilize, spray and harvest the 421.7 acres. The term of the license agreement will be for five years commencing January 1, 2010 through December 31, 2014, and includes one, five-year renewal option subject to renegotiation.

Financial Considerations: The proposal submitted by Tim Chappell will provide annual revenue to the airport in the amount of \$2,214. There will be no expense to the Wichita Airport Authority.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through initiating agreements which enhance the appearance and safety of the airport for users of Jabara Airport.

Legal Considerations: The license agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the license agreement and authorize the necessary signatures.

Attachments: Farming license agreement.

FARMING LICENSE

Colonel James Jabara Airport

By and Between

THE WICHITA AIRPORT AUTHORITY
Wichita, Kansas

and

Timothy Chappell

THIS LICENSE, made and entered into this December 22, 2009, by and between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas, hereinafter referred to as "OWNER", and Timothy Chappell, hereinafter referred to as "LICENSEE".

WITNESSETH:

1. Premises

That the Owner, does hereby agree to permit Licensee to perform certain farming operations in accordance with the terms and condition hereinafter set out, on various tracts of land located on Colonel James Jabara Airport ("Airport"), comprising 421.7 acres to be harvested in brome grass, as outlined on the plat identified as Exhibit "A", attached hereto and made a part hereof.

2. Term

The term of this License shall be for a period of five (5) years, beginning January 1, 2010 and ending December 31, 2014, with one, consecutive five (5) year renewal option subject to renegotiation; and subject to cancellation provisions contained in Paragraphs 24, 25 and 26 hereof.

3. Use/License

Both parties understand and agree that this License shall not constitute a lease of the premises, but shall constitute only a right to harvest a crop as herein specified, and that possession of the premises at all times during the term of this License shall be and remain in the Owner and not in the Licensee.

4. Representation

It is understood and agreed that Licensee shall at all times be deemed to be an independent contractor to the Authority. Nothing in this License shall be construed or considered to create the relationship of employer and employee between the parties. Licensee is not an agent or employee of the Authority, and shall not be entitled to any of the benefits of Authority's employees.

All persons providing farming services pursuant to this License shall represent themselves as representatives of an independent contractor. Under no circumstances shall any farming personnel represent themselves as employees or agents of the Authority. Any person providing farming services is not an agent or employee of the Authority, and shall not be entitled to any of the benefits of Authority's employees.

5. Ingress/Egress

Owner, its agents or employees shall designate ingress and egress to Airport property. Fence line gates which give access to licensed areas, having unobstructed access to air operation areas, including runways, taxiways, and ramps, must be closed and locked at all times. Such gates, as may be designated by Owner, shall be secured using an Airport lock, the keys to which shall be issued and controlled by the Owner, in accordance with Owner's security requirements. Licensee is strictly prohibited from entering inside any of the crop restriction lines depicted in the attached Exhibit "A". Licensee is prohibited from entering or conducting any activities which affect the air operations area, including runways, taxiways, aircraft parking areas, and their associated primary ground and imaginary above-ground surfaces.

Licensee is responsible for assuring that only authorized persons enter such gates while said gates are in use by Licensee, and that said gates are secured and locked at all times when not in use by Licensee.

6. Access to Premises

The Owner, its agents or employees shall have the right to enter upon the premises at any and all times, including but not limited to, to inspect, make surveys, make test borings and to do other work in connection with the maintenance and operation of the Airport. It is understood and agreed that the rights granted to the Licensee shall not be exercised in any way, which may interfere with the use, operation or development of the Airport.

7. Injuries or Damage

Owner and the City of Wichita shall not be liable for injuries or damages to the Licensee, its agents, employees, invitees, or family members upon the premises covered by this License, except to the extent such injuries or damage is caused by the acts or negligence of the Owner or City of Wichita.

8. Crops Planted

The Owner reserves the right to determine what crops may be planted to minimize the hazards of wild life incursions over or upon aircraft operations areas. Permitted crop is brome grass.

Licensee agrees to comply with the Jabara Farming Management Plan ("Management Plan"), attached hereto and made a part hereof. As set out in the Management Plan, during the term of the License all native grass, with the exception of 9.272 acres located within the storm water detention basin, shall be converted to brome grass. No-till operations will be acceptable with the exception of the 18.7 acres located in Field 3, (as reflected on Exhibit "A") which shall be tilled.

9. Crops Harvested

Licensee shall harvest approximately 421.7 acres of brome grass and native grass on Jabara Airport prior to August 1, 2010 and each subsequent August 1 throughout the term of this License and any renewal options. One-hundred percent of the harvested crop shall become property of the Licensee. All machinery and hay bales shall be removed from the proximity of the Runway Safety Zones (see Exhibit "A") 14 days after harvest. All machinery and hay bales shall be removed from all other areas within 28 days after harvest.

10. Crop Location

No crops shall be grown within 400 feet from the runway centerline, 1,000 feet from the ends of the runway and/or 70 feet from the taxiway centerline. Licensee shall be responsible for adhering to distances described herein, however, at Licensee's request, Owner shall measure and mark critical distances outlined in Exhibit "A".

11. Grain Program

Certification and maintenance of said property in any government-sponsored agricultural subsidization program is at the option of the Licensee. The Licensee shall be responsible for acting in accordance with all of the Farm Service Agency directives, if the option to participate is exercised.

12. Payment to Owner

Licensee agrees to actively farm the area reflected on Exhibit "A" and shall pay all of the expenses associated with this License, including but not limited to, plowing; harrowing; cost of seed; fertilizer, where applied; planting; harvesting and hauling to the nearest Licensee's market. Payment to the Owner shall be \$5.25 per acre, for 421.7 acres payable on an annual basis in the amount of \$2,213.93, with the first payment being due June 1, 2010, and each subsequent June 1 throughout the term of this License and any renewal options. All payments shall be made to the Wichita Airport Authority, 2173 Air Cargo Road, P. O. Box 9130, Wichita, KS 67277-0130, or such other address as designed in writing from time to

time. If payment is not paid to the Owner by the due date, Owner will have the right to terminate this License. In addition, Owner may charge Licensee a service charge equal to the maximum allowable under state statutes on any such overdue amount, plus reasonable attorneys' and administrative fees incurred by Owner in attempting to obtain payment.

13. Failure to Perform

Should the Licensee fail to perform the necessary work as described in this farming License, Owner shall provide Licensee with a ten-day written notice to correct the deficiencies. If the situation is not remedied by Licensee, Licensee understands Owner may enter upon the premises and perform the necessary tasks at the expense of Licensee and the Owner shall have the right to cancel this License. It is further understood and agreed that any unpaid monies due to the Owner shall be paid immediately.

14. Maintenance

Licensee, at its sole expense, shall remove all shrubs and trees up to three inches in diameter from licensed areas and Licensee shall follow the Management Plan schedule for the removal of trees. Licensee shall continue to keep trees clear of licensed areas throughout the term of this License. Existing trees along the perimeters of licensed areas shall remain; however any removal of trees that are greater than four inches shall be agreed upon between Owner and Licensee.

Throughout the term of this License, Licensee, at its sole expense, agrees to perform the following: (a) remove all undesirable grasses and weeds; (b) immediate removal of all noxious weeds; and (c) maintenance of the licensed area in a clean and sightly condition, free of trash, debris and any obstructions, in addition to other tasks outlined in the Management Plan. A survey shall be conducted with the Licensee on an annual basis. No soil shall be removed from the premises, and no excavation shall be performed. Licensee shall take no action upon the premises to alter, dredge, drain, dam, or otherwise change the course, flow, direction, velocity, capacity, or any other naturally occurring characteristics of any ponds, springs, streams, creeks, or other existing waterways upon the licensed premises.

15. Other Restrictions

Licensee shall erect no signs, billboards, or advertising upon the licensed area. No hunting or fishing shall be allowed upon the premises.

16. Erosion

Licensee agrees to take whatever precautions may be necessary, such as plowing, listing, springtoothing, or any other means deemed expedient to prevent wind erosion of the soil. Licensee agrees to respond to requests from Owner, its agents or employees as quickly as possible in an emergency such as blowing soil, but in no case shall the response time exceed two hours.

17. Grazing

It is understood and agreed that Licensee may not use any of the Airport premises for grazing purposes, or otherwise use premises to maintain livestock.

18. Equipment Storage

Licensee shall be allowed to use the structures reflected on the attached Exhibit "C". Licensee agrees that the only machinery/equipment and/or harvested hay stored on the licensed premises is that which is related to Licensee's farming operations on the Airport. Storage of off-site equipment or harvested crops is strictly forbidden. Large-scale maintenance of equipment (engine/ transmission overhaul, etc.) shall not be allowed on the premises. Storage of herbicide and fertilizer shall only be allowed for those chemicals to be utilized on the licensed area and only for a period of 14 days. Storage of any fuels, oils or grease is not allowed.

A survey of the storage structures shall be conducted with the Licensee. Photographic evidence of the condition of these facilities shall be collected at the time of the survey. Licensee shall be responsible for maintaining the condition of these facilities, excluding reasonable wear and tear. Licensee shall be responsible for repair of any damage caused by Licensee and or representatives acting for Licensee.

The Owner shall have the right to cancel the Licensee's right to use any or all of the storage structures, according to the notice provisions set out in Article 25 of this License.

19. Termination of License

Licensee shall yield and deliver to Owner possession of the premises at the expiration of this License in good condition in accordance with its express obligations hereunder, except for reasonable wear and tear, fire and other casualty. Licensee shall remove during the term hereof or at the expiration of such term all machinery or other personal property installed or placed by it at its expense on or about the premises, subject to Licensee repairing any damage thereto caused by such removal and subject to any valid lien which Owner may have thereon for unpaid rents or fees.

In the event Licensee does not remove all of said property within ten (10) days after the termination of this License, the same shall be considered abandoned and Owner may dispose of said property without any further responsibility or liability to Licensee.

20. Rules and Regulations

Licensee, its agents and employees, shall be subject to any and all applicable rules, regulations, standard operating procedures, orders and restrictions which are now in force or which may hereafter be adopted by The Wichita Airport Authority or the City of Wichita, Kansas, in respect to the operation of the Airport; and shall also be subject to any and all applicable laws, statutes, rules, regulations or orders of any governmental authority

(including environmental regulations), federal or state, lawfully exercising authority over the Colonel James Jabara Airport or Licensee's operations conducted hereunder.

Owner shall not be liable to Licensee for any diminution or deprivation of its rights hereunder on account of the exercise of any such authority as in this section provided, nor shall Licensee be entitled to terminate this License by reason thereof unless the exercise of such authority shall so interfere with Licensee's exercise of the rights hereunder as to constitute a termination of this License by operation of law in accordance with the laws of the State of Kansas.

Owner and the City of Wichita shall be held harmless for any and all breaches in security rules and regulations including those of the Federal Aviation Administration, Transportation Security Administration, or Owner caused by the Licensee, its agents or employees, or that occur on the area farmed by Licensee, except to the extent caused by Owner. In the event the Federal Aviation Administration or the Transportation Security Administration imposes a fine or penalty for any such security violation, whether such fine or penalty is assessed to Owner or Licensee or their agents or employees, the penalty shall be paid by the Licensee, provided, however, that nothing herein shall prevent Licensee from contesting the legality, validity or application of such fine or penalty to the full extent Licensee may be lawfully entitled so to do.

21. Indemnity/Insurance

Licensee shall protect, defend and hold Owner and the City of Wichita and their officers, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court cost and expert fees), of any nature whatsoever arising out of or incident to this License and/or the use or occupancy of the premises or the acts or omissions of Licensee's officers, agents, employees, contractors, subcontractors, or invitees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence of the Owner. The Owner shall give to Licensee reasonable notice of any such claims or actions. The provisions of this section shall survive the expiration or early termination of this License.

Owner shall protect, defend and hold Licensee and its officers, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court cost and expert fees), of any nature whatsoever arising out of or incident to this License and/or the Owner's operation of the Airport or the acts or omissions of Owner's officers, agents, employees, contractors, subcontractors, or licensees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence of the Licensee. The Licensee shall give to Owner reasonable notice of any such claim or actions. The provisions of this section shall survive the expiration or early termination of this License.

Licensee and agents of the Licensee agrees to furnish Owner with a Certificate of Insurance showing that Licensee has two million dollars (\$2,000,000) of General Liability Insurance, which names Owner and the City of Wichita, their agents and employees as additional insureds. Such insurance shall not be cancelable without 30 days prior written notice to Owner.

22. Assignment

Licensee shall not assign this License or any of the rights herein, or any of Licensee's rights to the growing crop or crops, without first having obtained the written consent of Owner, and any such transfer of License and rights in the absence of said written consent shall be void.

Custom cutting is permitted provided Licensee is on the premises at all times. The Licensee shall remain responsible for all license obligations.

23. No Exclusive Right

It is understood and agreed that nothing herein contained shall be construed to grant or shall be construed to grant or authorize the granting of any exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

24. Cancellation by Licensee

License may be cancelled by the Licensee upon 30 days written notice to the Owner, sent by registered or certified mail, postage prepaid, addressed to:

The Wichita Airport Authority
2173 Air Cargo Road
P. O. Box 9130
Wichita, KS 67277-0130

The Licensee shall be permitted to harvest any growing crop maturing within the 30-day period.

25. Cancellation by Owner

This License may be cancelled by Owner immediately with cause, and upon 30-day's written notice to the Licensee without cause, sent by registered or certified mail, postage prepaid, addressed to:

Timothy Chappell
6721 S.W. 120th
Augusta, Kansas 67010

If License is cancelled with cause, Licensee shall be subject to Article 13 of this License.

If License is cancelled without cause, Owner and Licensee shall identify what work needs to be performed prior to cancellation, and the compensation to Licensee, if any, depending upon when the cancellation takes place.

26. Land reclaimed for Airport Development

It is understood and agreed between the parties hereto that if at any time the premises described herein are needed for Airport development purposes, then Owner may reduce the amount of acreage hereinbefore set out by giving 30 days' written notice to Licensee, as set out in Article 25 of this License. In the event the acreage has been reduced, the amount of reimbursement to the Licensee shall be contingent upon the acres reclaimed and the documented expenses incurred prior to the date of the reclamation. No consideration shall be given to the possible yield or market value of the crop when harvested.

27. Modifications for Granting FAA Funds

In the event that the Federal Aviation Administration requires modifications or changes to this License as a condition precedent to granting of funds for the improvement of the Airport, Licensee agrees to consent to such reasonable amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this License as may be reasonably required to enable the Owner to obtain said Federal Aviation Administration funds, provided that in no event shall such changes materially impair the rights of Licensee hereunder or materially increase its obligations.

28. Non-Discrimination EEO/AAP

The Licensee agrees that it shall not discriminate or permit discrimination against any person on the basis of race, color, sex, religion, national origin, ancestry, handicap, marital status, Vietnam Era Veteran or Special Disabled Veteran, and age except where age is a bona fide occupational qualification, in its operations or services, and its use or occupancy of property under this License. Licensee agrees to comply with all applicable provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Kansas Act Against Discrimination, K.S.A. 44-1001, et seq.; the Code of the City of Wichita Section 2.12.900, et seq.; and laws, regulations or amendments as may be promulgated there under.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

By _____
Carl Brewer, President

By _____
Victor D. White, Director of Airports

ATTEST:

Timothy Chappell
6721 S.W. 120th
Augusta, Kansas 67010

By _____

By  _____

Title _____

Title Owner - Chappell Farms

APPROVED AS TO FORM: _____ Date: _____
Director of Law

Jabara Airport Grass Management Plan

Winter 2010

- 1) Tree Removal from fields including:
Field 1, Field 2, Field 4, Field 5, Field 6, Field 7 Field 8, Field 9 & Field 12. This will take approximately 150 – 200 hours with a Bobcat Tree Sheer at \$65.00 per hour.
- 2) Field 4 to be worked to level surface and planted to Brome.
- 3) Fertilize all Brome fields to needed specifications.
- 4) Spray Field 5 for Musk Thistle.
- 5) Fix crossing into Field 2 and 3.
- 6) Fill in ruts in Field 7.

Summer 2010

- 1) Mow all Acres within farming area.
- 2) Field 2 and Field 8 tilled to remove clumps of CRP Grass.

Fall 2010

- 1) Level and plant Field 2 and Field 8 after filling in washes and ravines in the fields.

Winter 2011

- 1) Fertilize all Brome fields.

Summer 2011

- 1) Mow all acres within farming area.

Fall 2011

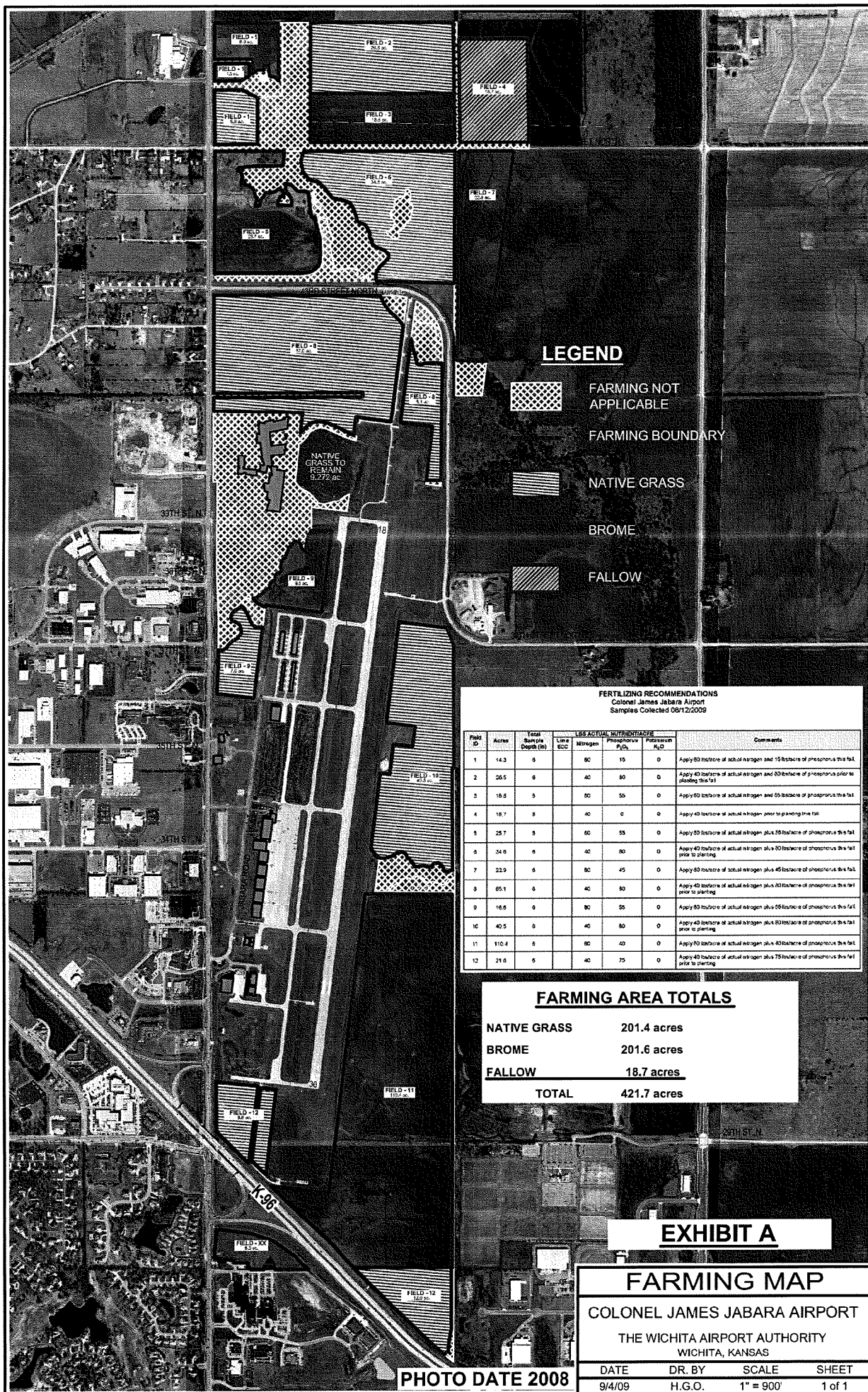
- 1) Kill with chemical, remaining native grass fields to eliminate competing grasses.
- 2) Plant remaining native grass fields with No-Till Drill.

Winter 2011 to 2014

- 1) Continue to manage tree growth by eliminating trees.
- 2) Fertilize all Brome fields.
- 3) Manage noxious weeds.

Summer 2011 to 2014

- 1) Mow all acres within farming area.
- 2) Manage grass to best production.
- 3) Manage noxious weeds.



**City of Wichita
City Council Meeting
December 22, 2009**

TO: Wichita Airport Authority

SUBJECT: Snow Removal Equipment Facility Design Study
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the project and professional services contract.

Background: The Airport Capital Improvement Program includes this project, which is being designed to meet Federal Aviation Administration (FAA) guidelines for a storage building for airfield snow removal and ice control equipment, as well as storage areas for sand, dry and liquid runway deicing chemicals.

Analysis: Solicitations for professional services were issued and three firms submitted qualifications: McCluggage, Van Sickle & Perry, Howard Helmer and El Dorado Inc. McCluggage, Van Sickle & Perry Corporation was selected by the Staff Screening Committee to provide the professional services primarily due to their qualifications and willingness to meet a short timeframe to accommodate potential American Recovery and Reinvestment Act (ARRA) funding. The project did not make the FAA list for ARRA funding, however the study was developed to seek the FAA's input and to establish a project scope and cost estimate. Having this design study completed is necessary in order for us to be considered in the event there is future ARRA funding available or should the FAA wish to offer discretionary funding.

Financial Considerations: The contract for study is a lump sum fee of \$49,621. A project budget of \$52,000 is requested and will be funded with General Obligation Bonds paid back with Airport Revenue.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through allowing improvements to be made which will enhance the usefulness of WAA-owned facilities.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the project budget and the contract and authorize the necessary signatures.

Attachments: Professional services agreement.

CONTRACT
for
CONSULTING SERVICES
Between the
WICHITA AIRPORT AUTHORITY

and

McCLUGGAGE VAN SICKLE & PERRY CORPORATION

THIS CONTRACT, made this _____ day of _____, 2009, by and between the WICHITA AIRPORT AUTHORITY, Wichita, Kansas, party of the first part, hereinafter called the "OWNER" and McCluggage Van Sickle & Perry Corporation, 125 S. Washington, Wichita, Kansas, party of the second part, hereinafter called the "CONSULTANT".

WITNESSETH: That,

WHEREAS the OWNER is engaged in the operation of Wichita Mid-Continent Airport; and whereas it is the desire of both parties that the CONSULTANT furnish consulting services in conjunction with the Snow Removal Equipment Facility (PROJECT); and whereas all of the aforesaid being located within the corporate limits of the City of Wichita, Sedgwick County, Kansas, and

WHEREAS, the OWNER is authorized by law to employ a consultant to provide professional consulting services NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES:

The Scope of Services to be performed by the CONSULTANT shall be as outlined in EXHIBIT A, attached hereto and incorporated herein by reference.

ARTICLE II - THE CONSULTANT AGREES:

- A. To provide the professional services, equipment, material and transportation to perform the tasks as outlined in ARTICLE I, SCOPE OF SERVICES.
- B. To designate a project manager who will coordinate all work and be the point of contact for communications and to submit qualifications of the proposed project manager to the OWNER in advance of the Notice to Proceed. The OWNER reserves the right to withhold the Notice to Proceed until a qualified project manager is designated. The OWNER shall concur with any changes to this assignment.
- C. This Agreement and all subconsultant agreements shall be governed by the laws of the State of Kansas.
- D. To submit to the OWNER in a timely manner, editable, electronic files of all surveys and drawings in AutoCAD format and specifications in Microsoft Word. Each submittal shall be in a single, organized file that mimics the drawings and specifications.

- E. To save and hold OWNER harmless against all damages and losses for injuries to persons or property to the extent arising from or caused by negligent acts, errors or omissions of CONSULTANT, its agents, servants, employees, or its subconsultants occurring in the performance of its services under this Agreement.
- F. To maintain an acceptable cost accounting system. The CONSULTANT agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representative's access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to the specific Contract for the purpose of making audit, examination, excerpts and transcriptions. The CONSULTANT agrees to maintain all books, records and reports required under this Contract for a period of not less than three years after final payment is made and all pending matters are closed.
- G. It shall not, participate either directly or indirectly in discrimination prohibited by the non-discrimination requirements of the City of Wichita, Kansas, as set out in EXHIBIT B, and the non-discrimination requirements of the Federal Aviation Administration, as set out in EXHIBIT C, all of which are attached hereto and incorporated herein by reference.

That the CONSULTANT will undertake an affirmative action program, as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The CONSULTANT shall not exclude a person on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The CONSULTANT will require that their covered suborganizations they similarly will undertake affirmative action programs and that they will require their suborganizations, as required by 14 CFR Part 152, Subpart E, to do the same.

- H. To accept compensation for the work herein described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work described in EXHIBIT A.
- I. To submit billings to the OWNER for the Services performed as required by this Agreement. Billings shall not exceed progress of work as evidenced by deliverables submitted by the CONSULTANT and approved by the OWNER. During the progress of work covered by the Agreement, partial payment requests may be made at intervals of not less than four weeks. The progress billings shall be supported by documentation reasonably acceptable to the OWNER, which shall include a record of the percentage completion evidenced by approved deliverables, of the number of days allocated for completion of the work, the number of days that have elapsed, and the number of days that remain to complete the work. Progress billings shall also include copies of subconsultant invoices to the CONSULTANT for the same billing period. Payment to subconsultants, for satisfactory performance, shall be made within 5 days of receipt of payment by CONSULTANT, or as required by ARTICLE II. M. No retainage shall be withheld. Any delay or postponement of payment from the referenced time frame may occur only for good cause and following written approval of the OWNER.

- J. To complete and deliver plans to the OWNER within the time allotted for the work as stipulated herein; except that the CONSULTANT shall not be responsible or held liable for the time required for reviews for the approving parties or other delays occasioned by the actions or inactions of the OWNER or other agencies, or for other unavoidable delays beyond the control of the CONSULTANT. The schedule is outlined in EXHIBIT A.
- K. To be responsible for the professional and technical accuracy and the coordination of all drawings or other work or material furnished by the CONSULTANT under this Agreement.

CONSULTANT further agrees, covenants and represents, that all specifications and bid documents prepared in accordance with the work required by this Agreement shall contain a clause that provides the following:

"Notwithstanding anything to the contrary contained in these bid documents or the contract to be awarded herein, the OWNER shall not be subject to arbitration and any clause relating to arbitration contained in these bid documents or in the contract to be awarded herein shall be null and void."

- L. To procure and maintain such professional liability insurance as will protect the CONSULTANT from damages resulting from negligent acts of the CONSULTANT, its agents, officers, employees and its subconsultants. in an amount not less than \$3,000,000 per claim, subject to deductible of not more than \$250,000. The CONSULTANT shall be responsible for payment of all deductible amounts without reimbursement by OWNER. In addition, a Worker's Compensation and Employer's Liability policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Worker's Compensation Law.

Further, a comprehensive general liability policy shall be procured and maintained by the CONSULTANT for the duration of the project that shall be written in a comprehensive form and shall protect CONSULTANT against all claims arising from injuries to persons (other than CONSULTANT'S employees) or damage to property of the OWNER or others arising out of any negligent act or omission of CONSULTANT, its agents, officers, employees, or subconsultants in the performance of CONSULTANT services under this Agreement. The liability limit shall not be less than \$500,000 per occurrence for bodily injury, death and property damage. The Wichita Airport Authority, Wichita, Kansas; the City of Wichita; their officers, employees and agents shall be named as additional insureds under the terms of the policy with respect to the names insurer's operations on Wichita Mid-Continent Airport or Colonel James Jabara Airport, whichever is applicable. Satisfactory Certificates of Insurance shall be filed with the OWNER prior to the time CONSULTANT starts any work under this Agreement. The CONSULTANT shall maintain such insurance through the duration of the PROJECT. In addition, insurance policies applicable hereto shall contain a provision that provides that the OWNER shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or cancelled.

- M. To employ Disadvantaged Business Enterprise (DBE) concerns to the extent possible of approximately 3.985 percent of the eligible federally funded services encumbered by this Agreement and related Supplemental Agreements.
1. Contract Assurance - The CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the recipient deems appropriate.
 2. Prompt Payment - The prime CONSULTANT agrees to pay each subconsultant under this prime Contract for satisfactory performance of its contract no later than five days from receipt of each payment the prime Consultant receives from the Wichita Airport Authority. The prime CONSULTANT agrees further to return retainage payments to each subconsultant within thirty days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Wichita Airport Authority. This clause applies to both DBE and non-DBE subconsultants.
- N. Its agents, employees and subconsultants, shall be subject to any and all applicable rules, regulations, orders and restrictions which are now in effect and which apply to its activities on Airport property, including such rules, regulations, orders and/or restrictions that may be adopted, enacted or amended during the term of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after the date of this Contract shall entitle the CONSULTANT or the OWNER, as applicable, to a reasonable adjustment in the schedule and to a reasonable change in compensation subject to a mutually accepted supplemental agreement.
- O. The CONSULTANT and the OWNER shall not be obligated to resolve any claim or dispute related to this Agreement by arbitration. Any reference to arbitration in any proposal or contract documents is deemed void.
- P. All information provided by the OWNER and/or developed for the PROJECT shall be considered confidential and proprietary, and shall not be reproduced, transmitted, used or disclosed by the CONSULTANT without the written consent of OWNER, except as may be necessary for the non-disclosing party to fulfill its obligations hereunder; provided, however, that the limitation shall not apply to any information or portion thereof, which is:
1. Within the public domain at the time of its disclosure.
 2. Required to be disclosed by a court of competent jurisdiction or Government order.
 3. Approved by the OWNER for publicity.
 4. Required to be communicated in connection with filings with governmental bodies having jurisdiction over the design or construction of the PROJECT.

5. To save and hold CONSULTANT harmless against all damages and losses for injuries to persons or property to the extent arising from or caused by negligent acts, errors or omissions of OWNER, its agents, servants, employees, or its subconsultants occurring in the performance of its services under this Agreement.

ARTICLE III - THE OWNER AGREES:

- A. To furnish all available data pertaining to the PROJECT available to the OWNER. All data shall be considered confidential unless otherwise noted.
- B. To pay the CONSULTANT for services in accordance with the requirements of this Agreement within thirty (30) working days from the date of receipt of invoice and upon satisfactory performance of service.
- C. To provide the right of entry into secured areas for CONSULTANT'S personnel, subject to all rules and regulations of the OWNER, the Transportation Security Administration and Federal Aviation Administration regarding airfield safety and security.
- D. To pay all applicable design phase fees, unless otherwise stated herein.

ARTICLE IV - PAYMENT PROVISIONS:

- A. Payment to the CONSULTANT for performance of the specified services shall be on a lump sum basis of \$49,620.80 for study services as outlined in Chapter 4, Federal Aviation Administration Advisory Circular 150/5100-14D dated September 30 2005, unless otherwise noted herein. The payment provisions are outlined in EXHIBIT D, attached hereto and incorporated herein by reference.
- B. If an addition or deduction of work should be necessary, by virtue of a change in the scope of the proposed PROJECT, or by the OWNER'S request for a change in services, the CONSULTANT will be given written notice by the OWNER along with a request for an estimate of the actual costs plus a fixed fee for profit for the change in such services; but no additional work shall be performed, nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.
- C. Final payment shall not occur until all work is complete and approved by the OWNER.

ARTICLE V - THE PARTIES HERETO MUTUALLY AGREE:

A. TERMINATION OF CONTRACT

1. The right is reserved to the OWNER to terminate this Agreement or any part of the Agreement at any time, upon written notice; PROVIDED, however, that in such case the CONSULTANT shall be paid the reasonable value of the Services rendered up to the time of termination on the basis of the provisions of this Agreement, but in no case shall payment be more than the CONSULTANT'S actual costs plus a reasonable sum for profit. Upon receipt of such notice, Services shall be immediately discontinued (unless the notice directs otherwise)

and all materials as may have been accumulated in performing this Agreement, whether completed or in progress, delivered to the OWNER and become the possession of the OWNER.

2. Any material breach of the terms of this Agreement on the part of the CONSULTANT or subconsultant(s) may result in the suspension or termination of this Agreement or such other action, which may be necessary to enforce the rights of the parties of this Agreement. In such case, the OWNER may take possession of all materials as may have been accumulated in performing this Agreement, whether completed or in progress and take over the work and prosecute the same to completion, by separate agreement or otherwise, for the account and at the expense of the CONSULTANT. The CONSULTANT shall be liable to the OWNER for those reasonable COSTS caused by the CONSULTANT'S breach of terms.
 3. The rights and remedies of the OWNER provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- B. Deliverables shall become the property of the OWNER upon delivery or termination of the Services in accordance with this Agreement. The OWNER shall not hold the CONSULTANT liable upon the OWNER'S reuse of any part of deliverables, and there shall be no restriction or limitation on their further use by the OWNER. Consultant's seal and name shall not be reproduced on such documents if reused by the OWNER.
 - C. Neither the CONSULTANT nor the OWNER shall assign, sublet or transfer any rights or duties or interest in this Agreement without specific written consent of the other.
 - D. In the event of unavoidable delays in the progress of the work, reasonable extensions in the time will be granted by the OWNER, provided, however, that the CONSULTANT shall request extensions in writing giving the reason therefore.
 - E. Unless otherwise provided in this Agreement, the CONSULTANT and agents, servants, employees, or its sub-consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
 - F. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.
 - G. Neither the OWNER'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the CONSULTANT under this Agreement shall be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement.
 - H. It is specifically agreed between the parties executing this Agreement, that it is not intended by any of the provisions of any part of this Agreement to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damage pursuant to the terms of provisions of this Agreement.

I. The CONSULTANT hereby certifies:

1. It has not employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above CONSULTANT) to solicit or secure this Agreement.
2. It has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement.
3. It has not paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).
4. By acceptance of this Agreement neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the CONSULTANT or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this Agreement.
5. It agrees to abide by the Foreign Trade Restrictions as set out in EXHIBIT E, attached hereto and incorporated herein by reference. The CONSULTANT acknowledges that this certification is to be furnished to the Federal Aviation Administration, in connection with this agreement involving participation of Airport Improvement Program (AIP) funds and is subject to applicable State and Federal laws, both criminal and civil.
6. It and its subconsultant's overhead rates used on this Contract are consistent with Federal cost principles contained in 48 CFR, Part 31, and to provide to the OWNER such certification prior to the execution of this Agreement.
7. It and its subconsultants shall provide professional services in conformance to the Buy America regulations and in particular insure the design does not incorporate language that violates the Buy America preference in (Title 49 U.S.C. Chapter 501).

J. All rights to inventions and materials generated under this Agreement are subject to regulations issued by the Federal Aviation Administration and the OWNER of the Federal grant under which this Agreement is executed. Information regarding these rights is available from the Federal Aviation Administration and the OWNER.

K. Lobbying and Influencing Federal Employees

1. No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an

employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

IN WITNESS WHEREOF, the OWNER and the CONSULTANT have executed this Agreement as of the date first written above.

ATTEST:

WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By: _____
Karen Sublett, City Clerk

By: _____
Carl Brewer, President
"OWNER"

By: _____
Victor D. White, Director of Airports

ATTEST:

By: Rossanne L. Thomson
Title: Vice President

By: [Signature]
Title: Chief Executive Officer
"CONSULTANT"

APPROVED AS TO FORM: [Signature] Date: _____
Director of Law

ATTACHMENTS: EXHIBIT A – Scope of Services with Map
EXHIBIT B - Non-Discrimination and EEO Program
EXHIBIT C - Civil Rights Act
EXHIBIT D - Payment Provisions
EXHIBIT E- Foreign Trade Restrictions



MCCLUGGAGE VAN SICKLE & PERRY
ARCHITECTURE - LANDSCAPE ARCHITECTURE - PLANNING - INTERIOR DESIGN

**EXHIBIT A
TO
CONTRACT FOR CONSULTING SERVICES**

Preliminary Design Report – Scope of Services

1. Attend meetings with WAA to define and refine the scope of the project.
2. Preparation of topographic survey.
3. Conduct a site visit to a similar facility in Kansas City.
4. Consult and utilize FAA Advisory Circulars to develop equipment quantities and sizing, and building size to conform with AC 105/5220-18A "Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials", "Snow Removal Equipment Sizing Guide", and "Snow Removal Clearance Priorities" in accordance with AC 150/5200-30C "Airport Winter Safety and Operations".
5. Prepare preliminary floor plan.
6. Prepare two site plan options.
7. Prepare "Preliminary Design Report" summarizing findings and recommendations.
8. Submit report to WAA for approval.

**EXHIBIT A – SCOPE OF SERVICES
MVP Project #109001**

**REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT
OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS
STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the Contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action program Requirements:

- a) During the performance of this contract, the Contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; **the Americans with Disabilities Act of 1990** and laws, regulations or amendments as may be promulgated thereunder.

- b) Requirements of the State of Kansas:
 - 1. The Contractor shall observe the provisions of the Kansas Act Against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, **disability, Vietnam Era Veteran or Special Disabled Veteran and age except where age is a bona fide occupational qualification**, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the Contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the **Kansas Human Rights Commission**;
 - 3. If the Contractor fails to comply with the manner in which the Contractor reports to the **Kansas Human Rights Commission** in accordance with the provisions of KSA 1976 Supp. 44-1031, as amended, the Contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by and contracting agency;
 - 4. If the Contractor is found guilty of a violation of the Kansas Act against discrimination under a decision or order of the **Kansas Human Rights Commission**, which has become final, the Contractor shall be deemed to have breached the present contract, and it may be cancelled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The Contractor shall include the provisions of Paragraph 1 through 4, inclusively, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

- c) Exempted from these requirements is (State of Kansas):
 - 1. Any contractor, subcontractor, vendor or supplier who has already complied with the provisions set forth in sections pertaining to the State of Kansas by reason of holding a contract with the Federal government, or a contract involving Federal funds;
 - 2. Contracts entered into by a contractor, subcontractor, vendor or supplier who employs fewer than four (4) employees during the term of this contract;
 - 3. Contracts with the City of Wichita with a cumulative total of five thousand dollars (\$5,000) or less during the fiscal year of the City.

d) Provisions of the City of Wichita, Kansas, relating to Non-Discrimination Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall observe the provisions of the Code of the City of Wichita against discrimination (Section 2.12.900, et seq. of the Code of the City of Wichita, Kansas) and shall not discriminate against any employee or applicant for employment in the performance of work under the present contract, purchase order or agreement because of race, religion, color, sex, "**disability, Vietnam Era Veteran or Special Disabled Veteran and age except where age is a bona fide occupational qualification**", national origin, ancestry or marital status. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and Equal Employment Opportunity in all employment relations, including but not limited to employment, up demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program when required to the Rights and Services Board of the City of Wichita, Kansas, **Civil Rights and Services** in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or in behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "**disability, Vietnam Era Veteran or Special Disabled Veteran and age except where age is a bona fide occupational qualification**", national origin, ancestry or marital status. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase that is deemed acceptable by the **Wichita Civil Rights and Services Board**;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the rules, regulations and the orders issued by the Board pursuant thereto, and will permit access to books, records and procedures concerning employment relations by the **Civil Rights and Services Board** of said City for the purpose of investigation to ascertain compliance with Non-Discrimination and Equal Employment Opportunity Requirements. If the vendor, supplier, contractor or subcontractor fails to comply with the manner in which he/she or it reports to the Board in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be cancelled, terminated or suspended terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be initiated against such vendor supplier, contractor or subcontractor;
4. If the vendor, supplier, contractor or subcontractor is found guilty of a violation of any provision of the Code of the City of Wichita pertaining to and regulating Non-Discrimination and Equal Employment Opportunity under a decision or order of the **Civil Rights and Services Board** of the City of Wichita, Kansas, which has become final, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement, and it may be cancelled, terminated or suspended in whole or in part by the City of Wichita, and such other synchronous and remedies may be imposed as provided by law;
5. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsection 1 through 4, inclusively, of this present section in every subcontract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.

e) Exempted from these requirements are: (City of Wichita)

1. Any contractor or subcontractor, vendor or supplier of the City of Wichita, or any of its agencies, who wishes to enter into a contract, purchase order or agreement which is covered by the provisions of Section 2.12.908 of the Code of the City of Wichita, Kansas, shall prior to entering into such contract, purchase order or agreement, submit to the **Civil Rights and Services Board** of the City of Wichita, Kansas, A preliminary report on forms provided by the

Board concerning Non-Discrimination and Equal Employment/Affirmative Action for review and evaluation. Upon review of the preliminary form submitted:

- a. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
 - b. The provisions of Section 2.12.908 shall not apply to vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reasons of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) days period from the Federal agency involved.
 - c. Those contractors, subcontractors, vendors or suppliers not exempted herein whose preliminary report reveals deficiencies shall be required to submit goals and timetables for correction of such deficiencies in accordance with instructions included with the preliminary report for review, evaluation and acceptance prior to a contract, purchase order or agreement award.
- f) Failure of any contractor, subcontractor, vendor or supplier to report to the **Kansas Human Rights Commission** as required by KSA 1976 Supp. 44-1031, as amended, or to the **Civil Rights and Services Board** of the City of Wichita as required by 2.12.908, of the Code of the City of Wichita, Kansas; or has been found guilty of a violation of the City's Ordinances, State Statutes, or Federal Statutes, or regulations pertaining to unlawful discrimination, which finding, decision or order has become final, shall be deemed a breach of this contract and said contract may be cancelled, terminated or suspended in whole or in part by the City or its contracting agency.

**CIVIL RIGHTS ACT OF 1964, TITLE VI - 49 CFR PART 21
CONTRACTUAL REQUIREMENTS**

During the performance of this contract, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

1. Compliance with Regulations. The CONSULTANT shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The CONSULTANT, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the OWNER or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the OWNER or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, the OWNER shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions. The CONSULTANT shall include the provisions of Paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontract or procurement as the OWNER or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the OWNER to enter into such litigation to protect the interests of the OWNER and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520
GENERAL CIVIL RIGHTS PROVISIONS

The CONSULTANT assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the CONSULTANT or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal Assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the OWNER or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the OWNER or any transferee retains ownership or possession of the property. In the case of CONSULTANTS, this provision binds the CONSULTANTS from the bid solicitation period through the completion of the contract.

FEE ESTIMATE - EXHIBIT D

McLUGGAGE VAN SICKLE & PERRY CORPORATION
ARCHITECTS - PLANNERS - SITE PLANNERS - INTERIOR DESIGNERS
WICHITA, KANSAS

PROJECT: SNOW REMOVAL EQUIPMENT FACILITY

LOCATION: MID-CONTINENT AIRPORT

WORK ITEM:

PROJECT NO. 109001

DATE: 11/04/09

PRELIMINARY DESIGN REPORT

(I) SALARY COSTS

POSITION TITLE	RATE	MAN HOURS	AMOUNT	TOTAL (SUBTOTAL)
1. Project Manager	\$ 37.90	72.50	\$ 2,747.75	
2. Architect	\$ 32.90	136.00	\$ 4,474.40	
3. Architectural Designer	\$ 21.90	30.00	\$ 657.00	
4. Site Planner	\$ 21.08	33.50	\$ 706.18	
5. Interior Designer	\$ 23.68	35.00	\$ 828.80	
6. CADD Drafter	\$ 17.59	4.50	\$ 79.16	
7. Administrative Assistant	\$ 20.97	36.33	\$ 761.80	
8. Estimator	\$ 33.63		\$ -	
9. Spec Writer	\$ 34.34		\$ -	
10. Construction Inspector	\$ 28.05		\$ -	
11. LEED Professional	\$ 21.96		\$ -	
SUBTOTAL		347.83		\$ 10,255.09

(II) OVERHEAD 1.2347 x (I) \$ 12,661.96

(III) SUBTOTAL (I + II) \$ 22,917.05

(IV) FIXED FEE 10% \$ 2,291.70

\$ 25,208.75

(V) DIRECT COSTS

1. Topographical Survey	\$ 5,500.00		\$ -	
2. Engineering Services (See attached)	\$ 18,792.60		\$ -	
3. Reprographics/Telecommunications	\$ 119.45		\$ -	
SUBTOTAL	\$ 24,412.05		\$ -	

(VI) TOTAL FEE FOR PRELIMINARY DESIGN REPORT (III + IV + V) \$ 49,620.80

FEE ESTIMATE - EXHIBIT D

McCLUGGAGE VAN SICKLE & PERRY CORPORATION
ARCHITECTS - PLANNERS - SITE PLANNERS - INTERIOR DESIGNERS
WICHITA, KANSAS

PROJECT: SNOW REMOVAL EQUIPMENT FACILITY

LOCATION: MID-CONTINENT AIRPORT

WORK ITEM: PROJECT NO. 109001

DATE: 11/04/09

PRELIMINARY DESIGN REPORT

Preparation of schematic drawings. Site visit made to walk the site and evaluate the existing facility. Project meetings were attended. Site plan options were prepared. A site visit was made to the Kansas City airport.

(I) ENGINEERING SALARY COSTS

POSITION TITLE	RATE	MAN HOURS	AMOUNT	TOTAL (SUBTOTAL)
1. Project Manager	\$ 34.80	18.00	\$ 626.40	
2. Structural Engineer	\$ 30.52		\$ -	
3. Structural Designer	\$ 24.69		\$ -	
4. Mechanical Engineer	\$ 30.52		\$ -	
5. Mechanical Designer	\$ 24.69		\$ -	
6. Geotechnical Engineer	\$ 30.52		\$ -	
7. Geotechnical Technician	\$ 23.84		\$ -	
8. Civil Engineer	\$ 30.52	44.00	\$ 1,342.88	
9. Civil Technician	\$ 23.84		\$ -	
10. Electrical Engineer	\$ 30.52		\$ -	
11. Electrical Designer	\$ 24.69		\$ -	
12. Environmental Engineer	\$ 30.52		\$ -	
13. Environmental Technician	\$ 23.84		\$ -	
14. Cadd Drafter	\$ 19.19		\$ -	
15. Administrative Assistant	\$ 16.23	2.00	\$ 32.46	
16. Estimator	\$ 24.69		\$ -	
17. Spec Writer	\$ 30.52		\$ -	
18. Survey Crew (2)	\$ 43.62		\$ -	
19. Survey Crew (3)	\$ 58.07		\$ -	
20. Construction Inspector	\$ 24.18		\$ -	
21. CADD Station	\$ 16.00	4.00	\$ 64.00	
22. LEED Accredited Professional	\$ 30.52		\$ -	
SUBTOTAL				\$ 2,065.74
(II) OVERHEAD				1.2757 x (I)
				\$ 2,635.26
(III) SUBTOTAL (I + II)				\$ 4,701.00
(IV) FIXED FEE				10%
				\$ 470.10
				\$ 5,171.10
(V) DIRECT COSTS - TRAVEL, MILEAGE				\$ 328.90
(VI) TOTAL FEE FOR ENGINEERING SERVICES				\$ 5,500.00

**Mid Continent Airport Vehicle Storage Facility
Field Survey and Base Sheet Preparation**

Field Survey and Base Sheet Preparation								
SURVEY TASK		MAN HOURS						
		SURVEY CREW (2)	GEO ENG	TECH	DRAFTER	CADD	ADMIN	COST
(I)	HOURLY RATE	\$ 43.70	\$ 28.47	\$ 23.76	\$ 16.13	\$ 16.00	\$ 16.23	
A.	Research existing A/L files, review survey request, obtain record information for horizontal and vertical control, attend design team kick-off meeting.	8	8	4			4	\$ 737.32
B.	Recover existing horizontal control, section corners, lot & block corners or previously established control points.	8	8	4				\$ 672.40
C.	Traverse through found control, set additional data collection points as required for topo	12	12	8				\$ 1,056.12
D.	Recover existing benchmarks, run benchmark circuit, set additional benchmarks for construction.	12	12	4				\$ 961.08
E.	Topo graphic data collection for proposed improvements approx. area 14.3 acres. Items to be shown include existing buildings, pavements, spot elevations, contour lines, utilities, trees,	6	20	20				\$ 1,306.80
F.	Review, edit base map, office calculations and administration.	8	8	8			4	\$ 832.36
G.	Coordinate with WAA. To access runways to locate key locaiton using GPS. For calculations of RPZ zones on Runways 1R and 32.	8	8	8				\$ 767.44
H.	BASE SHEET PREPARATION				36	36		\$ 1,156.68
(I)	TOTAL	62	76	56			8	\$ 7,490.20
(II)	OVERHEAD	1.2757 x (I)						\$ 9,555.25
(III)	SUBTOTAL (I + II)							\$ 17,045.45
(IV)	FIXED FEE	10%						\$ 1,704.54
	SUBTOTAL							\$ 18,749.99
(V)	DIRECT COSTS							
	1. MILEAGE		\$ 42.61					\$ 42.61
(VI)	TOTAL FEE FOR SURVEY							\$ 18,792.60

SUPPLEMENT TO EXHIBIT D

Description of Services Provided

ARCHITECTURAL:

- Issued preliminary design report; issued revised design report.
- Preparation of schematic drawings.
- Site visit made to walk the site and evaluate the existing facility; equipment measurements were taken.
- Equipment inventory and future equipment needs determined and provided.
- Project meetings were attended.
- Site plan options were prepared.
- A site visit was made to the Kansas City airport.

ENGINEERING

- Provide topographical survey for 14.3 acre site. Provide calculations and survey field work for graphical representation of Runway 1R RPZ and Runway 32 RPZ (Runway Protection Zone) areas.
- Preparation of schematic drawings.
- Site visit made to walk the site and evaluate the existing facility.
- Project meetings were attended.
- Site plan options were prepared.
- A site visit was made to the Kansas City airport.

FOREIGN TRADE RESTRICTIONS

- (1) The CONSULTANT or SUBCONSULTANT, by submission of an offer and/or execution of a contract, certifies that it:
 - (a) is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
 - (b) has not knowingly entered into any contract or subcontract for this project with a contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
 - (c) has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.
- (2) Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a CONSULTANT knowingly procures or subcontracts for the supply of any product or service of a foreign country on the said list for use on the project, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract at no cost to the Government.
- (3) Further, the CONSULTANT agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The CONSULTANT may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.
- (4) The CONSULTANT shall provide immediate written notice to the sponsor if the CONSULTANT learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the CONSULTANT, if at any time it learns that its certification was erroneous by reason of changed circumstances.
- (5) This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the CONSULTANT or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the sponsor cancellation of the contract or subcontract for default at no cost to the Government.
- (6) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a CONSULTANT is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (7) This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL DECEMBER 22, 2009**

- a. Elm Street from the west line of Nevada to the west line of Dougherty to serve Central Place & Andrew Walker Additions (north of Central, west of West Street) (472-84777/766234/490252) Traffic to be maintained using flagpersons & barricades. (District VI) - \$199,500.00
- b. Elm Street from the west line of Dougherty to the east line of Young to serve Dougherty Place Addition (north of Central, west of West Street) (472-84778/766233/490251) Traffic to be maintained using flagpersons & barricades. (District VI) - \$143,750.00
- c. Lateral 23, Main 13 Southwest Interceptor Sewer (at Kellogg, east of 119th Street West) (468-84351/744236/480924) Traffic to be maintained using flagpersons & barricades. (District IV,V) - \$492,100.00
- d. 2009 Sanitary Sewer Rehabilitation, Phase B (various locations south of 21st Street North, east of Seneca) (468-84652/620550/669668) Traffic to be maintained using flagpersons & barricades. (District I,III,VI) - \$255,000.00
- e. 2010 Utility Cut Repair of Streets, Driveways & Sidewalks (north of 71st Street South, east of 167th Street West) (472-84876/132035/620799/133116/) Traffic to be maintained using flagpersons & barricades. (District I,II,III,IV,V,VI) - \$1,720,000.00
- f. Intrust Bank Arena Parking Lots, Phase 3: William & St Francis (north of William, east of St Francis) (472-84877/707003/209468) Traffic to be maintained using flagpersons & barricades. (District I) - \$170,350.00
- g. The cost of construction of Storm Water Drain No. 354 to serve Maize 54 Addition (north of Kellogg, east of Maize). (District V) (468-84575/751483/485-374) – Total Estimated Cost \$96,000.00

City of Wichita
City Council Meeting
December 22, 2009

TO: Mayor and City Council

SUBJECT: Petition for Street Paving in Emerald Bay Estates 2nd Addition (north of 21st Street, west of West Street) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new petition.

Background: On September 15, 2009, the City Council approved a petition to pave streets in Emerald Bay Estates 2nd Addition. An attempt to award a construction contract within the budget set by the petition was not successful. The developer has submitted a new petition with an increased budget. The signature on the petition represents 100% of the improvement district.

Analysis: The project will provide street paving for a new residential development located north of 21st Street, west of West Street.

Financial Considerations: The existing petition totals \$285,000. The new petition totals \$306,000. The funding source is special assessments.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing street paving required for a new residential development.

Legal Considerations: State Statutes provide that a petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

Recommendations/Actions: It is recommended that the City Council approve the new petition, adopt the resolution and authorize the necessary signatures.

Attachments: Map, CIP sheet, petition and resolution.

First Published in the Wichita Eagle on December 26, 2009

RESOLUTION NO. 09-390

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON BAYSIDE FROM THE WEST LINE OF LOT 15, BLOCK 1 TO THE NORTH LINE OF LOT 1, BLOCK 1, INCLUDING A CONNECTION TO WEST STREET (NORTH OF 21ST, WEST OF WEST STREET) 472-84866 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON BAYSIDE FROM THE WEST LINE OF LOT 15, BLOCK 1 TO THE NORTH LINE OF LOT 1, BLOCK 1, INCLUDING A CONNECTION TO WEST STREET (NORTH OF 21ST, WEST OF WEST STREET) 472-84866 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 09-296 adopted on September 15, 2009 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to authorize constructing pavement on Bayside from the west line of Lot 15, Block 1 to the north line of Lot 1, Block 1, including a connection to West Street (north of 21st, west of West Street) 472-84866.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to Three Hundred Six Thousand Dollars (\$306,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata of 1 percent per month from and after July 1, 2009.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

EMERALD BAY ESTATES 2ND ADDITION
Lots 1 through 15, Block 1

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis with each of the described Lots paying 1/15 of the total cost payable by the improvement district.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot or parcel and shall be in addition to the assessment for other improvements.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 22nd day of December, 2009.

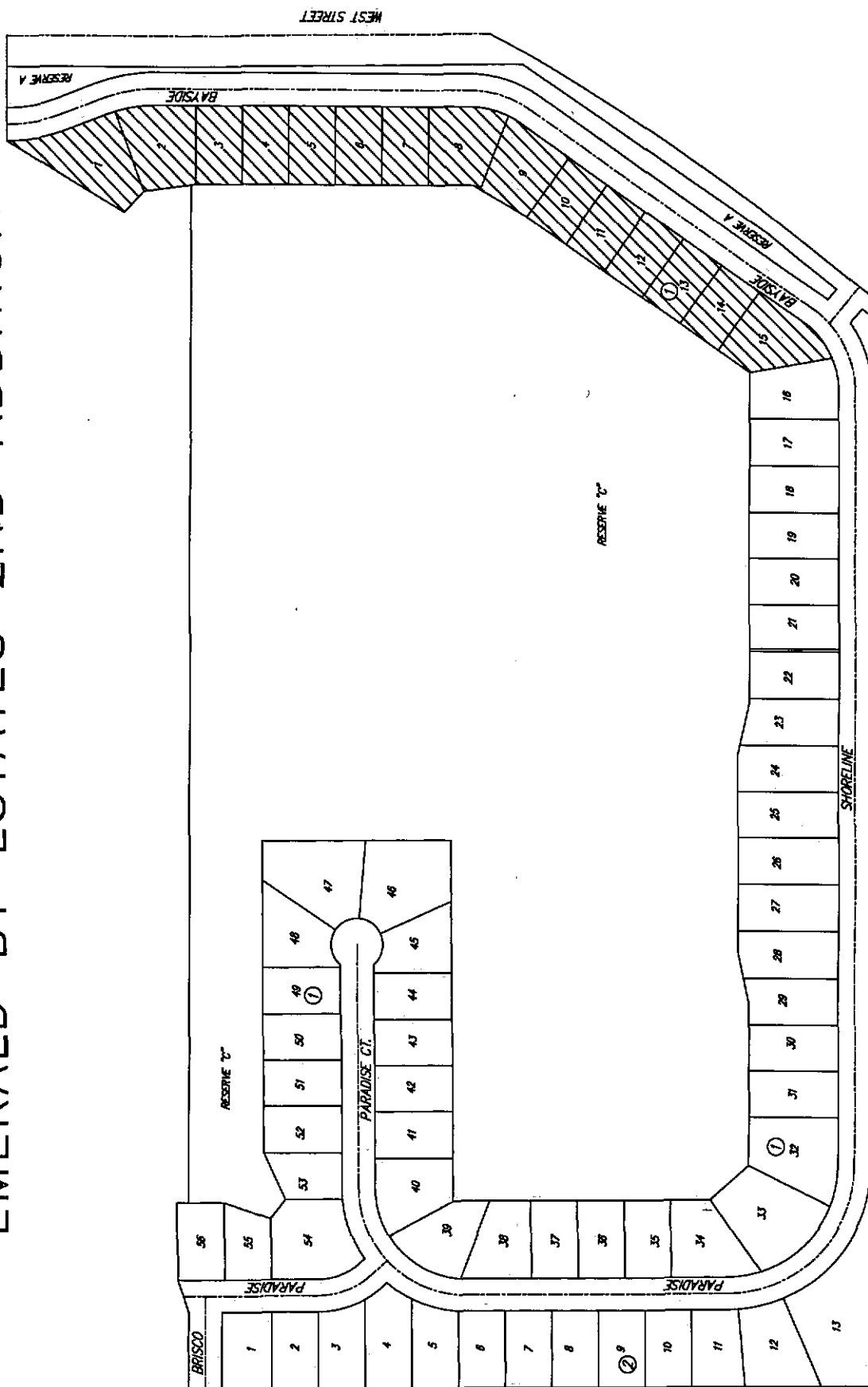
CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

EMERALD BY ESTATES 2ND ADDITION



PROPOSED IMPROVEMENT DISTRICT 
 (ACTUAL ALIGNMENT TO BE
 DETERMINED BY DESIGN ENGINEER)

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project

To Revise Project

	X

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 11/30/2009	4. Project Description & Location Pave Bayside in Emerald Bay Estates 2nd Addition	
5. CIP Project Number NI-200424	6. Accounting Number	7. CIP Project Date (Year) 2009	8. Approved by WCC Date	
9. Estimated Start Date	10. Estimated Completion Date		11. Project Revised	
As Required				
12. Project Cost Estimate				
ITEM	GO	SA	OTHER *	TOTAL
Right of Way				
Paving		\$306,000		\$306,000
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Traffic Signals				
Totals		\$306,000		\$306,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				472-84866
13. Recommendation: Approve the Petition and Adopt the Resolution				

Platting Required	Yes	No
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

Division Head

Department Head

Budget Officer

City Manager

Sam Brown

Cathleen Helly

Date

Date

RECEIVED

DEC 02 '09

CITY CLERK OFFICE

PAVING PETITION
PHASE 2

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

EMERALD BAY ESTATES 2ND ADDITION

Lots 1 – 15, Block 1

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended:

- (a) That there be constructed pavement on **BAYSIDE** from the west line of Lot 15, Block 1 to the north line of Lot 1, Block 1, including a connection to West Street. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.
- (b) That the estimated and probable cost of the foregoing improvement being **Three Hundred Six Thousand (\$306,000.00)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata of 1 percent per month from and after July 1, 2009.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.
- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a Fractional basis, each of the described Lots paying 1/15 of the total cost payable by the improvement district.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

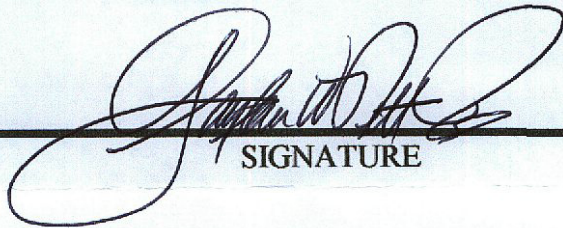
4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION

SIGNATURE

DATE



11/24/09

EMERALD BAY ESTATES 2ND ADDITION

Lots 1 - 15, Block 1

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief.

Alex M. Lane

Name

924 N. Main

Address

264-8008

Telephone Number

Sworn to and subscribed before me this 2 day of December, 2009.



Chris Edwards

Deputy City Clerk

City Of Wichita
City Council Meeting
December 22, 2009

TO: Mayor and City Council

SUBJECT: City of Wichita Wellness Program

INITIATED BY: Human Resources

AGENDA: Consent

Recommendation: Approve contract renewal.

Background: In May, 2006, a Request for Proposal was issued to procure a wellness program for City employees. Wellness Coaches USA was awarded the contract, effective January 1, 2007. There have been two one-year contract extensions for 2008 and 2009. The City has negotiated another one-year extension for 2010.

Analysis: An analysis of the 2007-2009 data shows that the Wellness Coaches have had one-on-contact with the majority of City employees. About half of these contacts have been “wellness consultations”, involving individual discussions of smoking cessation, stress management, exercise, weight loss, and high blood pressure. During the same time period, the City’s health insurance premiums increased at a rate far less than the national average.

Goal Impact: Internal Perspectives

Financial Considerations: The monthly contracted fee for Wellness Coaches USA is \$18,900.00, or \$226,800 per year, the same as in the original 2007 contract. Wellness Coaches will put \$5,000.00 at risk to achieve an 80% participation rate in Health Risk Assessments in 2010 and another \$5,000.00 at risk for the reduction of risk factors mutually determined prior to December 31, 2009. If these goals are not met, contract payments will be reduced accordingly.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation: Approve renewal of the contract and authorize the necessary signatures.

Attachments: Contract and Wellness Coaches 2009 Return on Investment report

Wellness Coaches 2009 Return on Investment

The City's Wellness Program is designed to help its employees change the behaviors that lead to costly medical conditions. By offering its wellness program to all employees, not just those with City health insurance, the City creates a culture of wellness and equal access to wellness services.

The City's wellness program vendor, Wellness Coaches USA, dedicates three full-time staff to City employees. Coach contact ranges from the drop-off of educational material 10 to 12 times a year to an in-depth health assessment with follow-up visits on specific health concerns. In 2008, all City employees had at least one meeting with the coaches. Three-fourths of the employees have met with a coach during the first nine months of 2009.

In 2008, City employees accessed the wellness coaches for information directly related to many of the leading causes of death:

of employees who discussed topic with coaches*

- Blood pressure 656
- Body composition 634
- Weight control 618
- Conditioning and exercise 615
- Nutrition 584

*includes duplicates

Estimated Return on Investment

This table shows the estimated savings to the City's Health Insurance Fund as a result of the wellness program. This calculation uses nationally accepted estimates of financial impact.

Employee Activity	Value	2007-2008	First 9 months of 2009	2007-2008	2009 to date
Stopped Using Tobacco	\$1600 ¹	28	8	\$44,800	\$12,800
Coached on Stress Management	\$3000 ²	191	11	\$57,3000	\$33,000
Coached on Increasing Exercise from 0-1	\$500 ³	196	43	\$98,000	\$21,500
Lost BMI each point	\$200 ⁴	492	127	\$98,400	\$25,400
Decreased BP to 140/90 or below	\$350 ⁵	182	112	\$63,700	\$39,200
				\$877,900	\$131,900

1 Source CDC

2 Source Mililman and Robertson Consulting

3 University of Michigan Health Management Research Center

4 American College of Occupational and Environmental Medicine

5 Journal of Occupational Medicine

The cost and utilization of inpatient care are outlined in the following tables.

Health Care Cost Increase

Per Employee per Month	
	%
2005-2006	18.5
2006-2007	4.2
2007-2008	4.1
2008-2009	2.0
2009-2010	4.0

Hospital Utilization

Inpatient Admissions per 1000 members	
	%
2006	8.5
2007	-3.4
2008	-15.8
Inpatient Days/1000 members	
	%
2006	16.8
2007	-16.2
2008	9.1*

*The number of inpatient days/1000 in 2008 increased due an increase in the utilization of Rehabilitation and Skilled Nursing Facilities.

In 2009, the lower cost of health insurance saved the City \$1 million.

Cost of Wellness Program to Date	\$ 680,400
Actual Dollar Savings	\$1,000,000
Estimated Savings from Behavior Changes	\$1,009,800
Total Savings	\$2,009,800
Return on Investment	\$2.95 savings for each \$1.00 spent

Conclusions

Although it is not possible to draw a direct cause/effect line from the wellness program to the reduced health care cost to the City and its employees, the data shows a correlation, likely from the increased stake that the employee is taking in their own health and the guidance that they receive from the coaches through out the year.

**City of Wichita
City Council Meeting
December 22, 2009**

TO: Mayor and City Council

SUBJECT: Program Management Services for Water Supply Projects -
Supplemental Agreement

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendation: Approve Supplemental Agreement No. 5 for Program Management Services with R.W. Beck, Inc.

Background: On October 3, 2000, the City Council approved and instructed staff to begin implementation of the Concept Design Plan for the Integrated Local Water Supply Plan. The Integrated Local Water Supply Plan includes the use of a number of local water supply sources that will be used together to meet the City's water supply needs through the year 2050. On July 10, 2007, City Council authorized Phase II of the Aquifer Storage and Recovery (ASR) project.

An RFP for Program Management Services was issued July 11, 2007, with two proposals being received by Purchasing on August 8, 2007. The Staff Screening and Selection Committee (SSSC) met August 20, 2007, to hear presentations from R.W. Beck and CH2M-Hill. Based on proposals and presentations, the SSSC voted unanimously to recommend that the proposal from R.W. Beck be accepted. On December 20, 2007, City Council approved an agreement with R.W. Beck for ASR Program Management Services through 2008. On December 2, 2008, City Council approved a Supplemental Agreement with R.W. Beck to continue Program Management Services for the ASR Phase II through 2009.

Analysis: The Integrated Local Water Supply Plan includes a number of components, the most significant of which is the Equus Beds ASR. The project will eventually capture up to 100 million gallons-per-day (MGD) from the Little Arkansas River and recharge it into the Equus Beds Aquifer. Staff estimates that the dewatered component of the aquifer can hold up to 65 billion gallons, or about the same amount of water as is stored in Cheney Reservoir.

Phase II of the project will capture up to 30 MGD with a surface water intake and treat the water prior to transmitting the water into recharge wells. The treatment plant and intake will be constructed assuming that a total of 60 MGD of direct surface water will ultimately be captured and treated at these facilities, with up to 90 MGD possible by completion of the project.

Water Utilities does not have the staff resources to properly manage a project of this scope, which is estimated to cost over \$250 million.

Significant changes to the original Program Management Services Agreement reflected in Supplemental Agreement No. 5 are:

1. Design administration will occur for only four months in 2010, as designs are nearly complete.

2. Easement acquisition and permitting activities have been reduced in 2010, as that part of the project is nearing completion.
3. Administration of the Diversion Well Investigation and Geochemical Pilot Testing has been added.
4. Groundwater Model Peer Review Team activities have been added.
5. ASR Phase III planning activities have been added.
6. Public Involvement support has been increased to provide a lead public communications staff member on the Program Management team.
7. Construction Administration Services have been increased for 2010, as project construction is now underway.

These services are essential to the successful completion and operation of the ASR Phase II project and/or future phases of the ASR water supply program. The total amount for Program Management Services is estimated to be \$3,562,992 for the 2010 calendar year.

Program management services on projects of a similar nature (Prairie Waters in Aurora, CO; Freeport Project in Sacramento, CA) are in the 3-to-7 percent range. The total cost of the Program Management Agreement is expected to be \$10.8 million when ASR Phase II is complete. That represents 4.9 percent of construction cost. Several services (easement/ROW acquisition, special studies, materials testing, groundwater hydraulic model peer review, process testing/certification, diversion well pilot study, treatment plant construction observation) are included in the \$10.8 million cost. These services are valued at \$3 million which, while necessary, are not typical of traditional program management services. If these services are deducted from the \$10.8 million figure, the cost of the traditional portion of program management services is about 3.6 percent of construction cost. Staff will bring a final Program Management Supplemental Agreement to the City Council in late 2010 for services to take the project to completion in mid-2011. With the approval of Supplemental Agreement No. 5, the City will have committed a total of \$9.2 million through 2010 to program management related services.

Financial Considerations: The original agreement for Program Management Services was an amount not to exceed \$1,406,303 through 2008. Supplemental Agreement No. 1 for \$108,000 provided aerial photography of the project area for use by all project design engineers. Supplemental Agreement No. 2 for \$481,590 provided surveying of the entire project area. (Note: Supplemental Agreement No. 2 was about \$262,000 less than the amount quoted by the design firm for this work.) Supplemental Agreement No. 3 for continuation of Program Management Services through 2009 is for \$2,964,561. Supplemental Agreement No. 4 was for an amount not to exceed \$570,000. Supplemental Agreement No. 5 is for \$3,562,992 and will continue Program Management Services through 2010.

Funding for this service is available in CIP W-549, Water Supply Projects, which will be funded from Sewer Utility revenues and reserves, and/or a future revenue bond issue.

Goal Impact: This project will ensure efficient infrastructure by providing reliable, compliant and secure utilities and will help assure that adequate water supplies are available for future customers.

Legal Considerations: The Law Department has approved the Supplemental Agreement as to form.

Recommendations/Actions: It is recommended that the City Council approve Supplemental Agreement No. 5 for continued Program Management Services for ASR Phase II and authorize the necessary signatures.

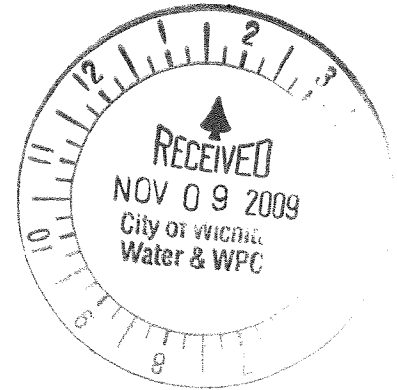
Attachments: Supplemental Agreement No. 5 for Program Management Services with R.W. Beck, Inc.

October 30, 2009



David Warren
Director
Wichita Water Utility
455 No. Main
8th Floor
Wichita, Kansas 67202

Subject: **Supplemental Agreement No. 5**



Dear Mr. Warren:

We have developed the scope of services for the ASR Phase II Program Management Services for 2010. Recall that when we initiated Program Management Services in late 2007, we agreed to contract for these services on an annual basis to allow for adjustments in the scope of services based on progress of the program each year. We have developed this 2010 scope of services and associated budget estimate based on our experience in providing the 2008 and 2009 Program Management Services and in consideration of the transition the Program will make from design to construction in 2010.

The major changes to the 2010 services as compared to the 2009 services are:

- ☐ Design Administration will only occur for 4 months in 2010.
- ☐ Easement acquisition and permitting activities have been reduced for 2010.
- ☐ Administration of the Diversion Well Investigation and Geochemical Pilot Testing has been added.
- ☐ Groundwater model Peer Review team activities have been added.
- ☐ Phase III Planning activities have been added.
- ☐ Public Involvement Support has been increased to provide a lead public communications staff member on the Program team.
- ☐ Construction Administration Services have been increased for 2010. We have added a field office, field support staff for all construction contracts and construction observation staff for the SWTP and River Intake. This also includes quality control materials testing for all construction contracts.

The associated budgets for 2010 are summarized below along with a comparison with the 2009 budgets. Essentially, the 2010 Program Management budget is projected to be \$89,160 less than was budgeted for 2009.

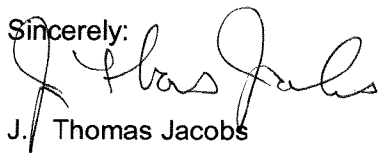
Total Program Comparison

	2010	2009	Comments
PROGRAM MANAGEMENT			
Program Startup	\$0	\$0	
Final Designer and Contractor Procurement	\$54,590	\$228,880	
Design Administration	\$274,675	\$1,300,885	4 months of Des Admin vs. 12 months in 2009.
Manage Property/Easement Acquisition	\$91,140	\$243,560	Less extensive activities than 2009
Program Controls	\$172,930	\$173,320	
General Program Management	\$117,220	\$128,220	
Public Involvement Support	\$245,740	\$107,251	Program management team providing more support than 2009.
Surveying	\$10,180	\$116,940	Most effort was completed in 2009.
Permitting	\$47,580	\$75,900	More extensive activities in '09
Groundwater Peer Review, Diversion Well Study, Geochemistry Investigation, Phase III Planning	\$330,190	\$0	New activities for 2010.
General Expenses	\$105,324	\$85,200	
Program Management Totals	\$1,449,569	\$2,460,156	
CONSTRUCTION ADMINISTRATION			
General Construction Administration	\$1,010,435	\$393,860	Full year of activity for 2010.
Construction Observation of WTP	\$779,080	\$392,690	Full year of activity for 2010.
Construction Observation 66-inch Pipeline	\$0	\$135,940	Activity deleted from 2010 budget.
Construction Administration Totals	\$1,789,515	\$922,490	
Total 2010 Budget	\$3,239,084	\$ 3,382,646	
Contingency	\$323,908	\$ 269,506	
Total Budget + Contingency	\$3,562,992	\$ 3,652,152	

I will have two copies of the final Supplemental Agreement No. 5 signed by R. W. Beck and sent to you.

Please let us know if you need anything further to process this Supplemental Agreement.

Sincerely:



J. Thomas Jacobs
Program Manager

SUPPLEMENTAL AGREEMENT NO. 5

TO THE

AGREEMENT FOR PROGRAM MANAGEMENT SERVICES

BETWEEN

THE CITY OF WICHITA, KANSAS HEREINAFTER CALLED "CITY"

AND

R. W. BECK, INC. HEREINAFTER CALLED "CONSULTANT"

FOR

PROGRAM MANAGEMENT SERVICES ASSOCIATED WITH INTEGRATED LOCAL
WATER SUPPLY PLAN IMPLEMENTATION

WITNESSETH:

WHEREAS, there now exists an agreement between the two parties covering program management services to be provided by the CONSULTANT in conjunction with the implementation of the Integrated Local Water Supply Plan.

WHEREAS, Paragraph IV.D. of the above referenced Agreement provides that additional services not covered by the original scope of the agreement and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the CONSULTANT provide additional services required for the PROGRAM and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

CONSULTANT shall perform Program Management Services for the calendar year 2010 as described in Exhibit A-10, Scope of Services. The estimated budget for these services is summarized in Exhibit B-10 and is \$ 3,562,992.

B. PAYMENT PROVISIONS

Payment to the CONSULTANT for the performance of the services described by this supplemental agreement shall be in accordance with Paragraph IV of the original Agreement, and shall not exceed the amount designated in this Supplemental Agreement.

C. **PROJECT SCHEDULE**

The project schedule for the services included herein shall run from January 1, 2010 through December 31, 2010.

D. **PROVISIONS OF THE ORIGINAL AGREEMENT**

The parties hereunto mutually agree that all provisions and requirements of the existing Agreement, not specifically modified by this Supplemental Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the CITY and the CONSULTANT have executed this Supplemental Agreement No. 5 as of this _____ day of _____ in the year 2009.

CITY OF WICHITA

By: _____
Carl Brewer, Mayor

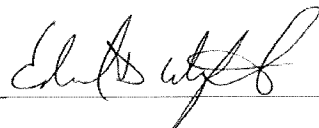
ATTEST:

By: _____
Karen Sublett, City Clerk

APPROVED AS TO FORM

By:  _____
Gary Rebenstorf, Director of Law

R. W. BECK, Inc.

By:  _____
Title: Executive Vice President

**EXHIBIT A-10
SCOPE OF SERVICES**

**2010 Program Management Services
Integrated Local Water Supply Plan
Wichita Water Utilities**

Preamble

The Integrated Local Water Supply (ILWS) Plan, Recharge Demonstration Project, and Phase I of the ASR Project have established criteria and provided guidance for completing the Phase II projects. However, the components and the strategies for completing the Phase II projects are subject to change. Many decisions will be made by Wichita Water Utilities (CITY) in the early stages of the Program that affect the direction and degree of Program Management services needed, including project delivery method and number of design and construction packages. Therefore, the contract between CITY and R.W. Beck (CONSULTANT) for Program Management for Phase II is intended to provide both parties with maximum flexibility and to minimize the occurrence of contract amendments and time delays as a result of minor changes to the scope.

The 2010 Program Management Services is an extension of the Program Management Services provided in 2008 and 2009 for the ASR Phase II Program of the ILWS Plan, Phase II. Program Management Services in 2008 included; overseeing the preliminary design of the Phase II program, initiating the procurement process for the design/build of the surface water treatment plant, and assisting the CITY with public involvement activities, land acquisition and filing of requisite permits.

The 2009 Program Management Services included; overseeing the final design of the Phase II Program, Construction Observation services at the surface water treatment plant and river intake, initiating the procurement process for the eleven design-bid-build projects, property acquisition for Phase II facilities, as well as an extension of the 2008 services.

The 2010 Program Management Services includes new activities, as well as an extension of the 2009 services. As part of the 2010 Program Management Services, CONSULTANT will be providing full-time Construction Administration services for all construction contracts and full-time Construction Observation Services at the surface water treatment plant and river intake. Additional services provided by CONSULTANT include continuation of the Management of the Diversion Well Investigation, Model Peer Review activities, Management of the Geochemical Investigation, and initiation of Phase III planning activities (anticipated to occur fourth quarter of 2010).

The Program Management services described herein are defined as best as practical to provide a reasonable scope for 2010 services. Program Management activities that are

known are explicitly described; whereas, activities that are foreseeable but are currently undefined are described in general terms.

The CONSULTANT will endeavor to assist the CITY in the implementation of the ASR Phase II Program of the ILWS Plan by generally performing the services described herein. The level of effort required to perform any of the activities described herein will vary from activity to activity and it will be the responsibility of the CONSULTANT to keep the CITY apprised of Program related activities and the level of effort for all Program Management services. There will be no limitations placed on the level of effort for any of the specifically described activities; however the overall level of effort, as defined in Exhibit B, shall not be exceeded without written authorization from the CITY as defined in the Agreement.

Objective:

To provide Program Management Services to the CITY for the implementation of the ASR Phase II Program of the ILWS Plan. The period of performance for the services described in this exhibit is from date of authorization for this Agreement through December 31, 2010.

A. General Items

- 1) This is a 'performance based' work effort.
- 2) During the start-up of this scope of services in 2008, the CONSULTANT and the CITY agreed on the Program Planning Schedule that encompasses all known activities relating to and impacting the delivery of the ASR Phase II Program of the ILWS Plan. A master schedule was developed as part of the 2009 services.
- 3) Any agreed upon target completion dates on the ASR Phase II Program of the ILWS Plan are predicated on the CITY obtaining the necessary funding and permits.
- 4) If, during the course of this scope of services, the approved master Program schedule shows a forecasted slip, the CONSULTANT agrees to inform the CITY of the forecasted slip by submitting a schedule impact analysis that provides the CITY with a full description of the issues surrounding any forecasted schedule slippage, reason for the change, projected impact to the Program, and a mitigation plan, if necessary.
- 5) If, during the course of this scope of services, the CONSULTANT identifies issues that affect the Program's cost estimate or financial plan it shall inform the CITY of the issue identified by submitting an impact analysis that provides the CITY with a full description of the issue, projected impact to the Program, and a mitigation plan, if necessary.
- 6) The Director of Wichita Water Utilities is the only one authorized to approve any changes to the master Program schedule.
- 7) CONSULTANT is not responsible for work products (e.g. designs, construction, studies, permits, etc...) done by design consultants or other companies contracting directly with the CITY.

- 8) The CONSULTANT is responsible for managing its subconsultants that are performing for the benefit of the ASR Phase II Program of the ILWS Plan.
- 9) The CITY can make changes at any time to the schedule and scope of services. When and if this occurs the CONSULTANT shall advise the CITY if such change has an impact on the target Completion Dates and/or CONSULTANT's ability to meet all of its representations as defined in the Agreement for Consulting Services.
- 10) Upon approval of this Agreement, the CONSULTANT will be authorized to staff the program and perform the work, within the funding and time limits stated herein.
- 11) Many of the activities included in this scope of services are a continuation of the services initiated in 2008 and 2009 therefore are not specifically repeated herein except to note that the services continue into 2010.

Scope of Services

Specific services are divided into the following categories:

Start-up Services

Task 1 – Program Startup (This task is not utilized in 2010)

Program Management Services

Task 2 – Contractor and Designer Procurement

Task 3 – Design Administration

Task 4 – Manage Property / Easement Acquisition

Task 5 – Construction Contracting (Has been combined with Task 2)

Task 6 – Program Controls

Task 7 – General Program Management

Task 8 – Public Involvement Support

Task 11 – Surveying

Task 12 – Permitting

Task 13 – Diversion Well Investigation Management

Task 14 – Model Peer Review

Task 15 – Geochemical Investigation Management

Task 16 – Phase III Planning

Task 30 – General Construction Management

Task 31 – Construction Observation of SWTP and River Intake

Task 32 – Construction Observation 66-inch Pipeline (This task is not utilized in 2010)

Task 1 - Program Startup (This Task is not Utilized in 2010)

Task 2 – Final Designer and Contractor Procurement

Objective: Assist the CITY in the procurement of contractor(s) for seven design-bid-build components of the ASR Phase II Program of the ILWS Plan.

Activities:

1. Extend activities from original 2008 scope of services for Tasks 2 and 5 through 2010.

Deliverables:

1. Repeat deliverables defined in 2008 through 2010.

Task 3 – Design Administration

Objective: CONSULTANT will provide management services to administer final design firm contracts and activities.

Activities:

1. Extend activities from original 2008 scope of services through 2010.

Deliverables:

1. Repeat deliverables defined in 2008 through 2010.

Task 4 – Manage Property / Easement Acquisition

Objective: Assist CITY with the acquisition of land, rights-of-way, and/or easements (temporary or permanent) necessary for construction and operation of ASR Phase II Program of the ILWS Plan facilities.

Activities:

1. Extend activities from original 2008 scope of services through 2010.
2. Extend activities from 2009 scope of services through 2010.

Deliverables:

1. Repeat deliverables defined in 2008 through 2010.
2. Repeat deliverables defined in 2009 through 2010.

Task 5 – Construction Contracting (This Task has been Combined with Task 2)

Task 6 – Program Controls

Objective: Provide program controls services to monitor and report status on the ASR Phase II Program of the ILWS Plan.

Activities:

1. Extend activities from original 2008 scope of services through 2010.

Deliverables:

1. Repeat deliverables defined in 2008 through 2010.

Task 7 – General Program Management

Objective: CONSULTANT will provide Program Management services for the ASR Phase II Program of the ILWS Plan implementation. The CONSULTANT's project manager will have overall responsibility for managing the Program Management Team and in addition will have the responsibility for the following key activities:

Activities:

1. Extend activities from original 2008 scope of services through 2009.
2. Extend activities from 2009 scope of services through 2010.
3. Assist the City with oversight and on-going involvement associated with the Hydro Biological Monitoring Plan (HBMP).
4. Provide oversight on accounting model and annual report to be submitted to Kansas Diversion of Water Resources (DWR) and Groundwater Management District 2 (GMD2) regarding the ASR Program and accounting of recharge credits.

Deliverables:

1. Repeat deliverables defined in 2008 through 2009.
2. Repeat deliverables defined in 2009 through 2010.
3. Attend meetings with stakeholders regarding HBMP.
4. Attend meetings to present annual report and accounting model to DWR and GMD2.

Task 8 – Public Involvement Support

Objective: Provide Program Management services to support the CITY in the management, supervision and control of the ASR Phase II Program of the ILWS Plan Public Involvement activities.

Activities:

1. Provide public communications staff to lead the public involvement activities for the Phase II Program under the direction of the CITY. This

will include providing a full time person on the Program team to lead and direct public involvement activities through 2010.

2. Assist in managing and coordinating with the internal and external stakeholders.
3. Monitor the public perception of the Program and make recommendations to control and/or influence 'negative press' so that the positive message of the benefits of the ASR Phase II Program of the ILWS Plan can be attained.
4. Coordinate with the CITY concerning all media relations as it pertains to the ASR Phase II Program of the ILWS Plan.
5. Attend and coordinate with all public functions required to facilitate the successful messaging of the ASR Phase II Program of the ILWS Plan.

Deliverables:

1. Attend public functions and stakeholder meetings related to the ASR Phase II Program of the ILWS Plan.
2. Public Involvement Plan updates.

Task 11 – Surveying

Objective: CONSULTANT will provide surveying and mapping services to support design completion, establishment of survey controls for use by designers and contractors, and record drawing support for the ASR Phase II Program of the ILWS Plan.

Activities:

1. Extend activities from 2009 scope of services through 2010.

Deliverables:

1. Repeat deliverables defined in 2009 through 2010.

Task 12 – Permitting

Objective: CONSULTANT will provide on-going permitting support for the ASR Phase II Program of the ILWS Plan. Activities associated with this task include but are not limited to the following:

Activities:

1. Extend activities from 2009 scope of services through 2010.
2. Assist the CITY in negotiating the terms, conditions, and limitations specified in the Kansas DWR approved permits to Appropriate Water for a Beneficial Use for the Recharge Recovery Wells and River Intake and Change in Point of Diversion for the Recharge Recovery Wells.
3. Assist the CITY in obtaining the Class V Underground Injection Control (UIC) Permit for the ASR Phase II facilities.

4. Assist the CITY in modifying the existing Class V UIC Permit for the ASR Phase I facilities.

Deliverables:

1. Repeat the deliverables defined in 2009 through 2010.

Task 13 – Diversion Well Investigation Management

Objective: The purpose of the Diversion Well Investigation is to assist the CITY in quantifying the amount and quality of surface water that could be obtained through diversion wells along the Little Arkansas River. Results of the Diversion Well Investigation will assist the CITY in defining ASR Phases III and IV of the ILWS Plan. CONSULTANT will provide on-going management services for the Diversion Well Investigation that commenced in the 3rd Quarter of 2009.

Activities:

1. Coordinate the Diversion Well Investigation design work.
2. Track and report on all issues affecting the Diversion Well Investigation.
3. Review and comment on all designer produced documents including reports, plans, and specifications.
4. Monitor QA/QC program requirements.
5. Participate in all related workshops.
6. Participate in all meetings with regulatory agencies or stakeholders regarding design activities and design document reviews and approvals.
7. Review and comment on design consultant invoices.
8. Coordinate and attend site planning for diversion well pilot study.
9. Assist with acquiring necessary permits required to conduct diversion well pilot study.
10. Assist in negotiating land access and possible land acquisition associated with the testing and pilot study.

Deliverables:

1. Attend all meetings with regulatory agencies and/or stakeholders.
2. Recommendation to CITY regarding ASR Phases III and IV of the ILWS Plan.
3. Submit signed land acquisition packages to CITY Council for approval and authorization (as needed).

Task 14 – Model Peer Review

Objective: Peer review of the groundwater model was initiated in the 3rd Quarter of 2009. Initial findings of the peer review effort were presented to the CITY and subsequently the United States Geological Survey (USGS). Recommended changes to the groundwater model will be incorporated by USGS as part of their

on-going contract with the CITY. CONSULTANT will provide peer review of the updated groundwater model and the operations model. The CONSULTANT will have overall responsibility for managing the Model Peer Review Team(s), which will be comprised of personnel from the various consultants working on the Program.

Activities:

1. Coordinate the Model Peer Review effort for the updated groundwater model provided by USGS.
2. Coordinate the Model Peer Review effort for the operations model.
3. Track and report on all issues affecting the Model Peer Review(s).
4. Participate in all related workshops.
5. Review all deliverables provided by the Model Peer Review Team(s).

Deliverables:

1. Peer review comments for the updated groundwater model.
2. Peer review comments for the operations model.

Task 15 – Geochemical Investigation Management

Objective: The Geochemical Investigation was initiated in the 2nd Quarter of 2009. Findings of the Geochemical Investigation were presented to both the Kansas Department of Health and Environment (KDHE) and the GMD2 Board in November of 2009. CONSULTANT will continue to provide oversight of the Geochemical Investigation to include a pilot study to be conducted in 2010.

Activities:

1. Coordinate the Geochemical Investigation analysis and pilot study design work.
2. Track and report on all issues affecting the Geochemical Investigation.
3. Monitor QA/QC program requirements.
4. Participate in all related workshops.
5. Participate in all meetings with regulatory agencies or stakeholders regarding the Geochemical Investigation and pilot study.
6. Review and comment on consultant invoices.
7. Coordinate and attend site planning for geochemical pilot study.
8. Assist with acquiring necessary permits required to conduct geochemical pilot study.
9. Assist in negotiating land access associated with the geochemical pilot study.
10. Assist with procurement of contractor(s) to conduct geochemical pilot study.

Deliverables:

1. Attend all meetings with regulatory agencies and/or stakeholders.

2. Recommendation to CITY regarding operations of recharge and recovery activities within the Equus Beds.

Task 16 - Phase III Planning

Objective: CONSULTANT will initiate activities directed at implementing the ASR Phase III Program of the ILWS Plan.

Activities:

1. Develop an Implementation Plan for Phase III that includes:
 - a. Conceptual description of the facilities to be constructed as part of Phase III.
 - b. Order of magnitude total project cost estimate for implementing Phase III facilities.
 - c. Phase III program implementation schedule.
2. CONSULTANT will assist the CITY in the procurement of planning design firm(s) for all components of the ASR Phase III Program of the ILWS Plan that may need to occur in 2010.

Deliverables:

1. Phase III Implementation Plan
2. Phase III Total Project Cost Estimate
3. Phase III Program Implementation Schedule
4. Phase III Procurement

Task 30 – General Construction Administration

Objective: CONSULTANT will provide Overall Program Construction Administration over-site and direction for the ASR Phase II Program of the ILWS Plan implementation. The CONSULTANT will have overall responsibility for managing the Construction Management Team, which will be comprised of personnel from the various design consultants working on the Program.

Activities:

1. Extend activities from 2009 scope of services through 2010.
2. CONSULTANT shall provide further protection for the CITY against defects and deficiencies in the construction of the Design/Builder.
3. CONSULTANT will develop and implement site security measures to maintain control and information, as possible, regarding those working in the project construction areas in the Equus Beds.
4. The CONSULTANT will monitor maintenance of the area gravel and dirt roadways impacted by Construction Activities associated with the ASR Phase II Program being provided under Bid Package C1.
5. Maintenance of ASR Program Central construction document system, document control management and user support.

Deliverables:

1. Repeat the deliverables defined in 2009 through 2010.

Task 31 – Construction Observation of SWTP & River Intake

Objective: CONSULTANT will provide construction observation services to provide construction oversight of the Surface Water Treatment Plant and River Intake design/build project.

Activities:

1. Extend activities from 2009 scope of services through 2010.
2. CONSULTANT will provide material testing for Bid Package A1 for all concrete placements as required by ASTM and soil density testing per the design specifications. CONSULTANT will also provide weld inspection and other testing as required by the specifications in Bid Package A1.

Deliverables:

1. Repeat the deliverables defined in 2009 through 2010.

Task 32 – Construction Observation 66-inch Pipeline (This Task is not Utilized in 2010)

**City of Wichita
City Council Meeting
December 22, 2009**

TO: Mayor and City Council

SUBJECT: Change Order: 2009 Street Maintenance Program (Districts I, III, IV & VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the change order.

Background: On June 9, 2009, the City Council approved a construction contract with Barkley Construction Company to repair concrete streets at various locations. This change order will address additional locations under this contract.

Funding was set aside in the 2009 Contract Maintenance Program (CMP) to cover administrative costs for the American Recovery and Reinvestment Act (ARRA) Tier 1 and Tier 2 street improvements. Tier 1 has been bid and part of the reserved funding will be utilized. However, Tier 2 will not be bid until 2010 and administrative costs for those projects will be set aside in the 2010 CMP.

The additional reserve in the 2009 CMP cannot be carried over to 2010 and needs to be utilized. It is too late in the year to prepare and bid an entire new project, so Public Works is seeking approval of this change order to add this work to an existing contract.

Analysis: Reasons for additional work: This work will remove and replace low areas in the streets at the following locations. This will eliminate standing water and ice in winter months.

Street	From	To	Project	Dist
Heuett, 2534 W	Richmond	E to end Cul-De- Sac	Drainage Correction	4
Perry, 1231 N	11th St N	12th St N	Drainage Correction	6
Elizabeth, 3120 S	30th St S	31st S	Drainage Correction	4
Crowley, 1214 E	Washington	Pattie	Drainage Correction	3
22nd St N, 310	Waco	Park Ln	Drainage Correction	1
Athenian, 145 N	1st St	Douglas	Drainage Correction	6
Spruce, 1211 N	11th St N	12th St N	Drainage Correction	1
Hillside	Morris	Orme	Concrete Repair	3

Work Items:

Item	Negot'd	Bid	Qty		Extension
8" Reinf. Concr. Pvm. Repair		33.50	440	sy	14,740.00
6" Reinf. Concr. Pvm. Repair		25.40	660	sy	16,764.00
Comb. Curb & Gutter Repair		12.00	2,090	lf	25,080.00
Mono Edge Curb Repair		4.00	615	lf	2,460.00

6" Concr. Driveway Repair		3.25	2,000	sf	6,500.00
8" Concr. Driveway Repair		4.25	200	sf	850.00
7" Reinf. Concr. Valley Gutter Repair		34.00	100	sy	3,400.00
8" Reinf. Concr. Valley Gutter Repair		38.00	50	sy	1,900.00
Crushed Rock		25.00	100	tn	2,500.00
Crack Sealing Existing Pvmnt (RoadSaver #221 or equal)		1.50	274	lf	411.00
Wheelchair Ramp Constr. w/Det. Warn.		310.00	6	ea	1,860.00
4" Sidewalk Rem & Repl		2.75	300	sf	825.00
6" Sidewalk Rem & Repl		3.50	60	sf	210.00
Mobilization and traffic control	25,000.00		1	ls	25,000.00

Total \$102,500.00

A change order has been prepared for the cost of the additional work. Funding is available within the project budget.

Financial Considerations: The total cost of the additional work is \$102,500 with the total paid by the Contract Street Maintenance fund. The original contract amount is \$415,888. This change order represents 24.6% of the original contract amount.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing ongoing street maintenance.

Legal Considerations: The Law Department has approved the change order as to legal form. The change order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve the change order and authorize the necessary signatures.

Attachments: Change order.

**To: Barkley Construction Co.****Project: 2009 CM Concrete Repairs****Change Order No.: 1****Project No.: 472-84829****Purchase Order No.: 930522****OCA No.: 132722****CHARGE TO OCA No.: 132722****PPN:****Please perform the following extra work at a cost not to exceed \$ 102,500.00****Additional Work:** Drainage improvements.

Street	From	To	Project	Dist
Heuett, 2534 W	Richmond	E to end Cul-De-Sac	Drainage Correction	4
Perry, 1231 N	11th St N	12th St N	Drainage Correction	6
Elizabeth, 3120 S	30th St S	31st S	Drainage Correction	4
Crowly, 1214 E	Washington	Pattie	Drainage Correction	3
22nd St N, 310	Waco	Park Ln	Drainage Correction	1
Athenian, 145 N	1st St	Douglas	Drainage Correction	6
Spruce, 1211 N	11th St N	12th St N	Drainage Correction	1
Hillside	Morris	Orme	Concrete Repair	3

Reason for Additional Work:

Severe drainage problems with hazardous icing in winter time and numerous complaints.

<u>Item</u>	<u>Negot'd</u>	<u>Bid</u>	<u>Qty</u>		<u>Extension</u>
8" Reinf. Concr. Pvmnt. Repair		33.50	440	sy	14,740.00
6" Reinf. Concr. Pvmnt. Repair		25.40	660	sy	16,764.00
Comb. Curb & Gutter Repair		12.00	2,090	lf	25,080.00
Mono Edge Curb Repair		4.00	615	lf	2,460.00
6" Concr. Driveway Repair		3.25	2,000	sf	6,500.00
8" Concr. Driveway Repair		4.25	200	sf	850.00
7" Reinf. Concr. Valley Gutter Repair		34.00	100	sy	3,400.00
8" Reinf. Concr. Valley Gutter Repair		38.00	50	sy	1,900.00
Crushed Rock		25.00	100	tn	2,500.00
Crack Sealing Existing Pvmnt (RoadSaver #221 or equal)		1.50	274	lf	411.00
Wheelchair Ramp Constr. w/Det. Warn.		310.00	6	ea	1,860.00
4" Sidewalk Rem & Repl		2.75	300	sf	825.00

6" Sidewalk Rem & Repl		3.50	60	sf	210.00
Mobilization and traffic control	25,000.00		1	ls	25,000.00

Scope of work is changed due to smaller amount of work in each location and Hillside being an arterial instead of residential.

CIP Budget Amount: \$6,392,910.00	Original Contract Amt.: \$415,887.50
Consultant: Staff	Current CO Amt.: \$102,500.00
Exp. & Encum. To Date: \$4,463,831.70	Amt. of Previous CO's: \$0.00
CO Amount: \$102,500.00	Total of All CO's: \$102,500.00
Unencum. Bal. After CO: \$1,827,478.30	% of Orig. Contract / 25% Max.: 24.6%
	Adjusted Contract Amt.: \$518,387.50

Recommended By:

Greg Baalman, P.E.
Construction Engineer

Date

Approved:

Contractor

Date

Approved as to Form:

Gary Rebenstorf
Director of Law

Date

Approved:

Jim Armour, P.E.
City Engineer

Date

Approved:

Chris Carrier, P.E.
Director of Public Works

Date

By Order of the City Council:

Carl Brewer
Mayor

Date

Attest: _____
City Clerk

City of Wichita
City Council Meeting

December 22, 2009

TO: Mayor and City Council Members

SUBJECT: Repair or Removal of Dangerous & Unsafe Structures
District I

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendations: Adopt the attached resolution to schedule the required City Council public hearing to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes.

Background: On December 7, 2009, the Board of Code Standards and Appeals conducted a hearing on the property listed below. The buildings on this property are considered dangerous and unsafe structures per State Statutes and local ordinances, and are being presented in order to schedule a condemnation hearing before the City Council. The Board of Code Standards and Appeals has recommended that the City Council proceed with condemnation, demolition and removal of the dangerous buildings on this property.

Analysis: Minimum Housing Code violation notices have been issued on these structures; however, compliance has not been achieved. Pre-condemnation and formal condemnation letters have also been issued, and the time granted for repair or removal has expired. No actions have been taken by the property owners and/or other interested parties to complete required building repairs or to remove the dangerous buildings.

Property Address
a. 1908 North Grove

Council District
I

Financial Considerations: Structures condemned as dangerous buildings are demolished with funds from the Office of Central Inspection Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits OCI expenditures for non-revenue producing condemnation and housing code enforcement activities to 20% of OCI's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional \$500 administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

Goal Impact: On January 24, 2006 the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods: Dangerous building condemnation actions, including demolitions, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

Legal Considerations: The structures have defects that under Ordinance No. 28-251 of the Code of the City of Wichita, shall cause them to be deemed as dangerous and unsafe buildings for condemnation consideration, as required by State Statutes.

Recommendations/Actions: Adopt the attached resolution to schedule a public hearing before the City Council on February 2, 2010 at 9:30 a.m. or as soon as possible thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

Attachments: Letters to Council, summary, and resolution.

GROUP #

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1908 N. GROVE** and legally described as: **LOTS 41 AND 43, BLOCK 1, WESTMORELAND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **February 2, 2010** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____ day of _____, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 32 x 24 feet in size. Vacant for at least 1 year, this structure has a cracking concrete foundation; cracked and chipped asbestos siding, with missing shingles; sagging and badly worn composition roof, with missing shingles; deteriorating front and rear porches; wood trim and framing members are weathered; and the 21 x 12 foot accessory structure is dilapidated.

(b) Street Address: 1908 N. Grove

(c) Owners:
Elijah Smith & Devett Eugene Smith Jr.
1538 N. Erie
Wichita, KS 67214

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

State of Kansas Dept. of SRS
915 SW Harrison Street
Topeka, KS 66612

(g) Mortgage Holder(s): None

(h) Interested Parties: None

DATE: December 7, 2009

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1908 N. Grove

LEGAL DESCRIPTION: LOTS 41 AND 43, BLOCK 1, WESTMORELAND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 32 x 24 feet in size. Vacant for at least 1 year, this structure has a cracking concrete foundation; cracked and chipped asbestos siding, with missing shingles; sagging and badly worn composition roof, with missing shingles; deteriorating front and rear porches; wood trim and framing members are weathered; and the 21 x 12 foot accessory structure is dilapidated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

OCA: 230200

Published in the Wichita Eagle on December 26, 2009 and January 1, 2010

RESOLUTION NO. 09-392

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 41 AND 43, BLOCK 1, WESTMORELAND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1908 N. GROVE** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **22nd day of December 2009**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **2nd day of February 2010**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOTS 41 AND 43, BLOCK 1, WESTMORELAND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, known as: 1908 N. Grove, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 32 x 24 feet in size. Vacant for at least 1 year, this structure has a cracking concrete foundation; cracked and chipped asbestos siding, with missing shingles; sagging and badly worn composition roof, with missing shingles; deteriorating front and rear porches; wood trim and framing members are weathered; and the 21 x 12 foot accessory structure is dilapidated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **22nd day of December 2009**.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk



**DEPARTMENT OF LAW
INTEROFFICE MEMORANDUM**

TO: Karen Sublett, City Clerk
FROM: Gary E. Rebenstorf, Director of Law
SUBJECT: Report on Claims for November 2009
DATE: December 7, 2009

The following claims were approved by the Law Department during the month of November 2009.

Grebenik, Gabriel	\$ 100.00
Jantz, Kate	\$1,800.18**
Kansas Gas Service	\$1,980.01**
Sanders, Dennis	\$ 709.28
United Parcel Service	\$1,162.63

*City Manager Approval

** Settled for lesser amount than claimed

cc: Robert Layton, City Manager
Kelly Carpenter, Director of Finance

**City of Wichita
City Council Meeting
December 22, 2009**

TO: Mayor and City Council

SUBJECT: Resolution to authorize the support for and filing of 2009 Transportation Enhancement Program applications to the Kansas Department of Transportation for the proposed Redbud Trail.
(District I)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Resolution of Support.

Background: Transportation Enhancement (TE) is a funding category of the federal transportation program (TEA-21) and is administered by the Kansas Department of Transportation (KDOT). When funding is available, typically on an annual basis, KDOT submits a call for eligible projects. The three categories of projects eligible for Transportation Enhancement funding are: 1) historic preservation of transportation structures 2) scenic and environmental and 3) pedestrian and bicycle facilities. In order to apply for funds, the City of Wichita must pass a resolution of support indicating a commitment to fund the required local match portion of the construction costs and to fund maintenance of the new facilities.

The deadline to submit applications to KDOT for the next funding cycle (FY 2011 and FY 2012) is December 31, 2009.

Analysis: Staff recommends that the City submit Enhancement applications for the following three segments of the Redbud Bike Path.

Title	Start	Stop	Distance (Miles)
Redbud Bike Path– Segment 1	I-135	Grove Street	1.02
Redbud Bike Path– Segment 2	Grove Street	Hillside Avenue	0.76
Redbud Bike Path– Segment 3	Hillside Avenue	Oliver Avenue	0.81

The Redbud bike path is identified as a top priority in the adopted Wichita Parks, Recreation, and Open Space Plan (PROS). A brownfield environmental assessment has been completed for all three segments. A conceptual model showing grades at the intersecting streets has also been completed for all three segments. Staff from the Planning Department, Park Department, and Public Works discussed other bike paths listed in the PROS Plan to be considered for submission, however, it was decided to submit the Redbud bike path since an environmental assessment has been completed and a conceptual model has been developed.

Financial Considerations: KDOT requires a minimum 20% local match. The applications have been completed showing a 30% match to enhance their chances of being selected to receive funding. KDOT held TE workshops in recent months and indicated that projects which had higher percentages of match money had a better chance of being selected. Below is a table with the estimated construction costs for

each of the Redbud Bike Path segments with the proposed federal subsidy and local match. The City of Wichita's Proposed 2009-2018 Capital Improvement Program allocates \$500,000 of GO bonds every other year (beginning in 2011) to support Transportation Enhancement projects (listed in the proposed CIP as Bike Enhancement Projects). The Redbud Trail is also shown in the Proposed 2009-2018 CIP as being funded with GO funds in 2014 if Federal Funds do not become available. Segment 1 and Segment 2 are the first priorities as they are the western segments connecting to the I-135 bike path.

Title	Federal Funding	Local Match	Estimated Total Cost
Redbud – Seg. 1	\$500,647	\$214,562	\$715,209
Redbud – Seg. 2	\$441,959	\$189,410	\$631,369
Redbud – Seg. 3	\$416,631	\$178,556	\$595,187
Total:	\$1,359,237	\$582,528	\$1,941,765

An additional \$15,000 has been awarded by the Sunflower Foundation to fund the construction of the bike path and renovation of the bridge crossing the I-135 Canal (Wichita Drainage Canal).

Goal Impact: This project addresses Efficient Infrastructure goal by maintaining and optimizing public facilities and assets.

Legal Considerations: All projects must be approved by the Wichita Area Metropolitan Planning Organization (WAMPO) for conformity with long-range transportation plans. WAMPO will review the project on February 9, 2010, but this application must be submitted to KDOT by December 30, 2010. The Wichita City Council must also approve the filing of the application through a resolution that also states that the City accepts responsibility for coordination of these projects and is committed to funding the City match portion of the total project cost and future maintenance costs.

Recommendations/Actions: Staff recommends that the City Council approve the Resolution of Support and authorization for application submittal to the KDOT.

Attachment: Resolution.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF WICHITA TO APPROVE THE FILING OF APPLICATIONS TO THE KANSAS DEPARTMENT OF TRANSPORTATION FOR USE OF TRANSPORTATION ENHANCEMENT FUNDS SET FORTH BY THE FEDERAL TRANSPORTATION EQUITY ACT FOR THE 21ST CENTURY AND AUTHORIZING THE MAYOR TO SIGN THE APPLICATIONS.

WHEREAS, the City of Wichita, Kansas, has the legal authority to apply for, receive, and administer federal, state, and other monies through Home Rule Power under the Constitution of the State of Kansas and authorized by K.S.A. 12-1662, regarding the expenditure of federal aid to public agencies; and

WHEREAS, the City of Wichita, Kansas, desires to submit an application to the Kansas Department of Transportation for transportation enhancement program funds set forth by the Federal Transportation Equity Act for the 21st Century; and

WHEREAS, the City of Wichita, Kansas, is participating in the Kansas Department of Transportation's Transportation Enhancement Program set forth by the Federal Transportation Equity Act for the 21st Century; and

WHEREAS, Federal monies are available under a transportation enhancement program set forth by the Federal Transportation Equity Act for the 21st Century, administered by the State of Kansas, Department of Transportation, for the purpose of Historic, Scenic and Environmental, and Pedestrian and Bicycle projects; and

WHEREAS, After appropriate community input and due consideration, the Governing Body of the City of Wichita, Kansas has recommended that applications be submitted to the State of Kansas for funding consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the City of Wichita, Kansas approves the submission of Transportation Enhancement project applications as identified below:

Pedestrian and Bicycle Facilities Category

- Redbud Bike Path (I-135 to Grove Street)
- Redbud Bike Path (Grove Street to Hillside Avenue)
- Redbud Bike Path (Hillside Avenue to Oliver Avenue)

SECTION 2. That the City of Wichita, Kansas, hereby accepts responsibility for the coordination of these projects, commits to providing a local match contribution so that the Transportation Enhancement funding per project segment is limited to \$400,000, and assures the Kansas Department of Transportation that sufficient funding for the construction of these projects is available.

SECTION 3. That the City of Wichita, Kansas, hereby assures the Kansas Department of Transportation that sufficient funding for the operation and maintenance of these projects, if selected, will be available for the life of the project.

SECTION 4. That the City of Wichita, Kansas, hereby assures the Kansas Department of Transportation that the City of Wichita, Kansas, will have title or permanent easement for these projects by the time of project letting.

SECTION 5. That the Mayor of the City of Wichita, Kansas, is authorized to sign the application to the Kansas Department of Transportation for transportation enhancement program funds set forth by the Federal Transportation Equity Act for the 21st Century on behalf of the citizens of Wichita, Kansas. A City official (to be designated) is authorized to submit additional information as may be required and act as the official representative of the City of Wichita in this and subsequent related activities.

SECTION 6. That the City of Wichita, Kansas, hereby assures the Kansas Department of Transportation that the City of Wichita, Kansas, is willing and able to administer the design, letting and construction of the projects, if selected.

ADOPTED AND PASSED by the Governing Body of the City of Wichita, Kansas, this 22nd day of December 2009.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM

Gary Rebenstorf, Director of Law

City of Wichita
City Council Meeting
December 22, 2009

TO: Mayor and City Council

SUBJECT: Private Lot Owner Lease Agreements (INTRUST Bank Arena) (District I)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendation: Approve the agreements.

Background: On October 13, 2009, City Council approved the form of a lease between private parking lot owners near INTRUST Bank Arena and the City of Wichita. The leases will allow the City to operate the private lots as a part of the arena parking system. The lots are within approximately four blocks of the Arena and will supplement the four existing City-owned lots A, B, C, & D. City staff has negotiated with private lot owners to finalize individual lease agreements.

Analysis: The lease agreement form provides the standard lease terms for event-based leasing of private lots. The leases will be 12-month terms with options to renew. The lease provides that the lot owners will be notified at least 10 days in advance of the intent to use the lot. The owner has the option to allow or not allow the use. If permission is denied, they must control or close the lot; if permission is granted, the City will operate the lot and will pay the owner 40% of gross revenues based on the number of spaces in the lot as specified in the lease agreement. Rental rates will be determined by the walking distance from the arena and the event size. Rental will be subject to final prices approved as part of the Downtown Parking and Mobility Plan. The rate structure will only fluctuate as the event sizes change or should the City adjust rates throughout the system. If the City does not approach the owner for use, they may choose to operate the lot at their discretion. The City, or its subcontracted parking operator, will be responsible for staffing, event cleanup, and insurance on the lot during events.

There are currently 21 leases for final signature. The lot inventory is approximately 2,600 spaces. The attached map shows the lots being utilized under the leases. Lots may be added and/or subtracted based on future requests from private lot owners and redevelopment of the area.

Financial Considerations: Rent and operating costs will be paid out of the revenues from parking fees within the event parking system. No existing City funds will be used to pay private lot rentals or operations.

Goal Impact: Economic Vitality and Affordable Living. The availability of parking for downtown events ensures that growth and redevelopment continues in the core area.

Legal Considerations: The Law Department has approved the lease agreement as to form.

Recommendation/Action: It is recommended that the City Council approve the leases and authorize the necessary signatures.

Attachments: Lease Agreements

CITY OF WICHITA
City Council Meeting
December 22, 2009

TO: Mayor and City Council Members

SUBJECT: Amendment to Parking Management Contract (District VI)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendation: Approve the amendment.

Background: On July 12, 2005, the City Council approved a contract with AMPCO System Parking (AMPCO) to manage 13 surface parking lots and two parking garages totaling approximately 2,610 spaces. Fees are based on a per lot, per month charge and include all costs including staffing, maintenance, janitorial, etc. The contract allows for the addition or subtraction of lots to the contract. The City has agreed to be responsible for parking for the new INTRUST Bank Arena pursuant to the Arena Parking Coordination Agreement approved by Council on December 1, 2009. The event lots will be added to the AMPCO contract.

Analysis: AMPCO will manage City-controlled parking lots needed to meet demand for parking for events at the INTRUST Bank Arena. Compensation will be based on a per-event basis and will be a fixed amount per lot as outlined in the proposed amendment. AMPCO will be responsible for preparing the lots for use, collection of parking fees, managing parking, lot clean up, etc. Lots will be opened based on demand indicated by the event. Fees will only be paid for those lots used for an event. AMPCO's current contract expires July 30, 2010. Because of the short remaining term, there are certain fixed costs such as hiring and training employee, purchase of equipment, insurance, etc. that cannot be adequately accounted for in the per event fee. These costs, estimated at \$52,234, will be paid to AMPCO in seven monthly payments of \$7,462 from January through July. This fee is in addition to the per lot/per event management fee.

Financial Considerations: The fees will be paid from parking fees collected from the utilization of the subject lots. Any shortfall will be covered by the \$225,000 the County has agreed to provide pursuant to the City-County agreement referenced above.

Goal Impact: This amendment supports the redevelopment of the core area and increases the vibrancy of the downtown neighborhood.

Legal Considerations: The Law Department has approved the amendment as to form.

Recommendations/Actions: It is recommended that the City Council; 1) Approve the contract amendment; and 2) Authorize necessary signatures.

Attachments: Contract Amendment.

AMENDMENT TO CONTRACT
FOR OPERATION AND MANAGEMENT OF
CITY OF WICHITA
PARKING GARAGES AND LOTS

THIS CONTRACT AMENDMENT ("Amendment") is made this ____ day of December, 2009, by and between City of Wichita, Kansas, a municipal corporation ("City") and AMPCO System Parking ("Contractor").

WHEREAS City and Contractor have previously entered into a Contract for Operation and Maintenance of City of Wichita Parking Garages and Lots dated the 12th day of July, 2005 (collectively referred to as "Contract"); and

WHEREAS said Contract provides for the addition or deletion of parking facilities from the Contract; and

WHEREAS City has built new parking lots on its property and has leased additional private parking lots to supplement the inventory of available parking for events at the Intrust Bank Arena; and

WHEREAS City wishes to add the management responsibilities for these additional lots to the existing contract on terms that are in accord with the limited use of these lots for paid parking; and

WHEREAS Contractor has agreed to manage said parking for City;

NOW THEREFORE City and Contractor do agree as follows:

1. Compensation per the Contract shall be modified to include the Lots and Fees as indicated on attached Exhibit A. The indication on Exhibit A describing when any given lot will be opened shall not govern actual lot usage, which shall be under the discretionary direction of the City's parking administrator. Notice to AMPCO of the parking lots to be used for any given event shall be provided by the City's parking administrator within one week of the event. Additional lots can be added by City for management by Contractor at a management fee mutually agreeable to the parties without further amendment to the base contract between the parties or this amendment.
2. The fees shown on Exhibit A are based on Contractor's best estimates of the hours required to prepare and operate specific lots per event. If these estimates prove to be inaccurate, City and Contractor agree to review the actual costs associated with lot operation and adjust the fee accordingly.
3. City shall reimburse Contractor for fixed costs incurred to initiate the management of the additional lots. It is agreed that these costs are Fifty-two Thousand Two Hundred Thirty-four Dollars and Zero Cents (\$52,234). Reimbursement shall be in seven (7) equal payments of Seven Thousand Four Hundred and Sixty-two Dollars and Zero Cents (\$7,462.00) payable per month from January 2010 through July 2010. Said payment shall be in addition to the compensation described in 1. above and shall be payable with said compensation. If the Contract is terminated prior to July 30, 2010, the then unpaid balance of the fixed costs shall be due and payable upon termination.

4. Contractor shall not be responsible for snow removal, lot repair or landscape maintenance on lots leased by the City from third parties.

5. Except as provided in this Amendment, all terms and conditions of the Contract are hereby ratified and confirmed by the parties. This Amendment shall be effective as of December 31, 2009.

IN WITNESS WHEREOF, the parties have executed this Amendment of the Lease Agreement on the date first above written.

CITY OF WICHITA

Carl Brewer, Mayor

Date

ATTEST:

Karen Sublett, City Clerk

Date

AMPCO System Parking

(Signature)

(Print Name)

(Title)

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney and Director of
Law of the City of Wichita

Date

EXHIBIT A
ARENA PARKING
FEES

<u>Address</u>	<u>Lot</u>	<u>Fee (Per Use)</u>
322 S. Mosley	A	\$60.00
210 S. Rock Island (Eagle)	B	\$171.00
777 E. Waterman	C	\$186.00
711 E. Douglas (Union Sta.)	D	\$224.00
406 S. St. Francis	E	\$75.00
623 E. Douglas/624 E. William	F	\$134.00
124 – 128 N. Santa Fe	G	\$134.00
102 S. St. Francis	H	\$75.00
NWc St. Francis/Lewis	I	\$60.00
114-122 N. Emporia/		
115 N. St. Francis	J	\$119.00
600 S. Emporia	K	\$149.00
410 S. Emporia	L	\$75.00
535 S. Emporia	M	\$67.00
431-435 S. Emporia	N	\$75.00
425 S. Emporia	O	\$52.00
229-237 S. Emporia	P	\$119.00
214 S. Topeka	Q	\$82.00
121 E. William	R	\$138.00
401 E. Topeka	S	\$60.00
418-424 E. Douglas	T	\$67.00
131-151 N. Emporia	U	\$119.00
400-418 S. Topeka	V	\$82.00
320-336 S. Topeka	W	\$127.00
505-535 S. Topeka	X	\$67.00
425-435 S. Topeka	Y	\$104.00
335 S. Topeka	Z	\$52.00
319-325 S. Topeka	AA	\$75.00
200-230 S. Broadway/		
201 S. Topeka	BB	\$179.00
113-123 S. Topeka	CC	\$104.00
418-436 S. Market	DD	\$149.00
324 S. Market/319 S. Broadway	EE	\$119.00
302-314 S. Market	FF	\$45.00
224 S. Market	GG	\$52.00
325-335 S. Market	HH	\$112.00
417 E. English	II	75.00

City of Wichita
City Council Meeting
December 22, 2009

TO: Mayor and City Council Members

SUBJECT: Federal Fiscal Year 2009/2010 Community Services Block Grant American Recovery and Reinvestment Act Application Revision

INITIATED BY: Human Resources

AGENDA: Consent

Recommendation: Approve the application revision and authorize necessary signatures.

Background: The Community Services Block Grant (CSBG) is a federal program administered by the City to address the causes and effects of poverty. The 2009 American Recovery and Reinvestment Act (ARRA) provided additional funds for CSBG programs. At its May 12, 2009 meeting, the City Council approved submittal of an application for the \$1,736,332 allocation of ARRA funds.

The Kansas Housing Resources Corporation, the CSBG state funding agency, initially approved the ten projects in the City's original application but later determined that the tree trimming and removal project was ineligible. The CSBG ARRA application has been revised to replace this project and to re-program administrative funds previously budgeted for the City's indirect costs.

Analysis: The application revisions include:

- Increase the animal control project budget by \$15,000 to address animal population and community health and safety issues, using existing vendor contracts. The demand for this project has been greater than anticipated;
- Increase the youth physical health and safety budget by \$15,000 for youth swimming programs offered through the Park's Department; and
- Partner with the South Central Kansas Economic Development District (SCKEDD) to install furnaces in houses with no heat. The project budget of \$228,839 will pay for:
 - installation of 100 furnaces in houses of low-income residents, and
 - six months of employment on the SCKEDD weatherization crews for four City employees now identified for layoff. The employees will learn skills that will improve their long-term employment potential.

Financial Considerations: No general operating funds from the City's budget are obligated by the application revision. CSBG ARRA funds are being used to retain certain City positions put at risk because of special revenue shortfalls caused by economic conditions and will provide one-time funding for programs to assist citizens who meet economic and social need criteria.

Goal Impact: The programs supported by CSBG ARRA funds: (1) enhance a dynamic core area and vibrant neighborhoods through continued revitalization of the Core Area; (2) promote economic vitality and affordable living by sustaining the affordable living of the clients served; and (3) enhance the quality of life of clients served.

Legal Considerations: The CSBG Review Committee met on December 10, 2009 to consider the application revision and program content and recommends approval by the City Council.

Recommendation/Action: It is recommended that the City Council approve the FFY 2009/2010 CSBG ARRA Application revision and authorize the necessary signatures.

Attachments: FY 2009/2010 CSBG American Recovery and Reinvestment Act Application revision.

B. Application Summary

The mission of the Career Development Office (CDO) is to assist the area's low-income population improve their self-sufficiency through employment and access to support services. The CDO is a division of the City of Wichita, which serves as the Community Action Program (CAP) for the residents of Wichita and Sedgwick County. The City has been the CAP for over thirty years, successfully managing the Community Services Block Grant (CSBG) program and funds through changes in federal law, state administration, and local need. The City of Wichita will use CSBG ARRA funds for a combination of services with direct benefit to low-income individuals and families and services beneficial to low-income areas. Direct benefits include support activities designed to enhance, secure and retain meaningful employment leading to self-sufficiency. Benefits to low income areas will include community improvement and revitalization efforts, crime prevention programs and youth development activities, community empowerment and participation activities, and activities to improve the community quality of life.

Project Title: "Bulky Waste Pickups

Community Improvement and Revitalization

Estimated Cost: \$60,000

% of Agency's ARRA Allocation: 3.46%

Est. # of Jobs to be created: 0

Est. # of Jobs to be retained: 0

Need for the Project:

These pickups were previously budgeted under the Neighborhood Forestry Project but are being broken out as a stand-alone project when the Forestry Project was determined to be an ineligible project. An important item for community improvement is clean-up of bulky waste items. An area plagued with trashed appliances, tires or other bulky waste items, whether generated by the neighborhood or dumped illegally by outsiders, becomes a magnet for more trash, vermin and general deterioration, quickly developing into health and safety issues.

Strategy: Provide a comprehensive and pro-active City of Wichita inter-departmental approach to eliminating blight and neighborhood nuisances caused by bulky waste items. Use City of Wichita Purchasing Office procured vendors for hauling and disposal fees, to be paid by ARRA funds, with special clean-ups organized by city staff and neighborhood volunteers.

Implementation process: Use Office of Central Inspection and Neighborhood City Hall personnel working with neighborhood citizen organizations to identify low- income areas

that need bulky waste cleanups and to provide the labor to haul the items to disposal vehicles.

Key personnel: Office of Central Inspection, Career Development Office and Neighborhood City Hall personnel.

Other resources: Wichita Police and Housing and Community Services Departments and other community partners.

Performance targets: See attachment

Impact: Reduce number of blighted and neglected properties; preserve existing housing and deter neighborhood crime in defined neighborhoods within the low income areas

Project Title: "Furnace Replacement Project"

Community Improvement and Revitalization

Estimated Cost: \$228,839% of Agency's ARRA Allocation: 13.17%

Est. # of Jobs to be created: 0

Est. # of Jobs to be retained: 4

Need for the Project:

The South Central Kansas Economic Development District (SCKEDD) is the Weatherization Assistance Program provider for Sedgwick County. SCKEDD presently has more than forty Sedgwick County households that do not have functioning or safe

heating units and have not yet received an inspection for new heating equipment and weatherization measures. This backlog of “No Heat” households is expected to grow quickly, since cold weather has only begun. SCKEDD has ARRA funds to install new heating units and weatherize the homes but does not have the contracts in place to do so. SCKEDD indicates that it will be a minimum of two to three months to do the ARRA procurement necessary to get such contracts on line and to begin to address the heating needs of these homes. SCKEDD and the City of Wichita propose to collaborate on a Furnace Replacement Project to start replacing these heating units starting the first part of January.

Strategy:

SCKEDD and the Career Development Office will partner and collaborate to use their respective entity’s existing ARRA funds, contracts, personnel and expertise to install in a timely manner heating equipment in homes that presently have no heat. It is anticipated that all project approvals and the necessary Memorandum of Understanding can be in place and work started by the first week of January 2010. All work completed by SCKEDD and/or the City of Wichita will be in full compliance with all CSBG and Department of Energy ARRA rules and regulations.

Implementation process:

Under Furnace Replacement Project, SCKEDD would qualify and inspect these homes and purchase the major mechanical components, furnaces, flue pipes, and thermostats using SCKEDD’s ARRA funds. The City of Wichita would use its existing electrical and

heating repair contracts to install the SCKEDD provided heating units in these no heat homes and secure needed permits and inspections from the City's Office of Central Inspection. SCKEDD would then weatherize and do a final inspection on these homes. Key personnel: Career Development Office, SCKEDD and Office of Central Inspection personnel.

Other resources: City personnel currently under lay-off notice, but budgeted through the Neighborhood Forestry Project, would be paid through City ARRA funds and utilized in the heating unit installation project and trained for green job occupations, through work experience contracts with SCKEDD, existing in the Weatherization Assistance Program.

Performance targets: To install heating units in up to 100 homes currently without heat.

Impact: This is expected to be a one-time project because SCKEDD is anticipated to have its needed furnace replacement contracts on line prior to the 2010/11 heating season.

Project Title: Pet Population: Health and Safety Options

Community Quality of Life

Estimated Cost: \$ (original application amount, which was changed per State
direction, revision to add \$15,000) \$70,000 % of Agency's

ARRA Allocation: 4.03%

Est. # of Jobs to be created: 0

Est. # of Jobs to be retained: 0

Need for the Project:

In 2007, the Wichita Animal Shelter and the Kansas Humane Society received a combined 25,167 animals and euthanized 16,511 (65.6%). This is a euthanasia rate of 46.2 pets per 1,000 humans in Wichita.

Residents who live in low income areas do not typically have the resources and often lack education in the proper care of animals. Many of the residents are first generation Americans and do not understand the expectations when it comes to pet care and pet population. City Council Districts 1 and 3 have the most pronounced problem. In 2008 of the total six Council Districts, 1 and 3 represented 46 percent of all animal complaints; 57 percent of all pit bull complaints and 50 percent of all the dog attacks. Many people are surprised to learn that nationwide more than 3 million cats and dogs are euthanized in shelters. One might think that animals born in the streets have something "wrong" with them. But often they are the offspring of cherished family pets, even purebreds. Maybe someone's dog or cat got out just that one time or maybe the litter was intentional, but efforts to find enough good homes failed. Homeless animals may get into trash containers; defecate in the neighborhood and bite or attack. Pet population education will reduce the amount of potential offspring and reduce the population of unwanted pets.

According to Animal Control Management: A Guide for Local Governments, experts involved in humane organizations and animal control generally agree that education and targeted animal services are essential to eliminating pet overpopulation. A widely quoted statistic from “Spay and Neuter Programs are Helping Pets and People!” Best Friends Network, on-line article is that 3% of the population is responsible for 80% of the overpopulation problem—the 3% being lower income individuals.

Millions of cats and dogs of all ages and breeds are euthanized annually or suffer as strays. Continuing to euthanize as a method of controlling the pet overpopulation problem, continually requires playing catch up with animals that have an average of 10 offspring per year. Many of these are the result of unwanted, unplanned litters that could have been prevented through education and services. Rarely surviving for more than a few years on their own, strays die painfully by starvation, disease, freezing or being hit by cars. Unsupervised males roam in search of a mate, risk injury in traffic and fight with other males. They mark their territory by spraying strong smelling urine on surfaces. Stray animals are more than just a public nuisance. Stray animals are a particular problem and statistics show that unsterilized dogs are over twice as likely to bite; and their bite victims are likely to be children.

Strategy:

Individuals with low incomes simply do not have discretionary funds available to maintain the health and safety of their pets or the animal population. It is unrealistic to think low-income people will not have pets. It is also well-established that pets have a

tremendous psychological and emotional value, especially to isolated, infirm or elderly pet owners—some of the people most likely to be living in poverty.

The strategy being proposed is to provide low-income pet owners education, services and resources to assist in community health and safety as well as controlling the pet population. Possible options to assist in this project may be either free or reduced cost spaying or neutering, enhancing targeted enforcement activities and educational components for citizens. Services will be provided in all low-income areas, focusing in Districts 1 and 3.

Implementation process:

Upon project approval services will be available to low-income residents of Sedgwick County. Pet outreach programs and events will be organized to teach children, families and the community the skills and knowledge necessary to properly care for animals. Educational programs will help instill a lifelong sense of compassion and respect for all living things. The design will also be to prepare and empower the next generation with compassion and knowledge to provide for the animals that will be left in their care. The community focus will be on the importance of healthy pets and pet population control. Population control services may be provided free or subsidized for pet owners. It is estimated that 600 families living in low-income areas could benefit from this project. As individuals and families put into practice this education, all neighborhoods will be strengthened and the city of Wichita as a whole will benefit by improved quality of life.

Key personnel: Project Directors: Janet Johnson and LaShonda Porter, NCH

Animal Control, Wichita Police Department, Kansas Humane Society, Pals, Spay-Neuter Kansas and the Murfin Center

Other resources: Community partners

Performance targets: See attachment

Impact:

Healthy cats and dogs focus their attention on their human families. One should be careful and not confuse aggressiveness with protectiveness—a neutered dog protects his home and family just as well as an unneutered dog, and many aggression problems can be avoided by early neutering. Spaying and neutering a pet is one of the greatest contributions that can be made to the welfare of animals in a community. Spaying and neutering is a humane way to control animal overpopulation, significantly reduces the euthanasia of unwanted cats and dogs, and helps minimize public health problems. Studies show that non-altered animals are susceptible to more diseases, and consequently spayed and neutered cats and dogs live longer lives.

Since individuals with low income contribute greatly to the pet overpopulation problem, and therefore to the costs of animal control, low cost spay/neuter programs save tax dollars. According to Animal Control Management: A Guide for Local Governments results of a New Hampshire program have been particularly well-documented. Each dollar spent in New Hampshire for spay/neuter saved an estimated \$3.23 in animal

control expenditures over a 6-year period Euthanasia rates dropped 75% during a decade in which the number of New Hampshire citizens increased by 11.4%.

This project will also help in reducing the number of people bitten by animals and improve the health conditions of the community. Fewer abandoned animals will reduce the spread of disease such as rabies and Toxoplasmosis (disease carried by cats and recently identified as a health risk for humans, livestock and wildlife).

Education and resources committed by this project will allow the currently allotted funds and services to sustain the positive impact and improvement in neighborhood areas.

Project Title: Youth Crime Prevention and Youth Development Activities

Ballplayers & Scholars Insight Camp: BASIC Training, "Tough on the Field, Tough in Academics" Story Telling Project, Saving our Sons-Neighborhood Based Mentoring Program, Youth Athletic Projects (Wrestling, Baseball, Soccer, Boxing, swimming and/or life guard lessons)

Estimated Cost: \$ 85,000 % of Agency's ARRA Allocation: 4.90%Est. #

of Jobs to be created: 0 Est. # of Jobs to be retained: 0

Need for the Project:

Data from the Wichita Public Schools' 2007-2008 year reported that in targeted zip codes, 67214, 67219 and 67208, which have the majority of low-income families, 46 % of the students were not proficient in reading and 57% were not proficient in math. Additionally it is noted that 46% of the 12th graders did not graduate their senior year. For young people growing up in low-income communities, the challenges of adolescence are exacerbated by a range of factors, including a lack of economic opportunity for their parents, family instability, difficulty in schools, and the prevalence of drugs, violence, social isolation and in the case of ethnic and racial minorities, racism. Most low-income youth enter adolescence having already experienced many of these challenges. Consequently, adolescence often represents one of the last opportunities to intervene in the human development of young people and help them overcome the academic, health, and social deficits associated with growing up in poverty. Moreover, adolescence represents one of the last opportunities to access young people in groups, through schools, community centers, and peer groups. For society, adolescence represents the final chance to intervene in the lives of young people before welfare dependency, limited productivity, and other social problems become life patterns that ultimately are more costly as later intervention become necessary.

With today's wealth of video games and increasing computer literacy, daily physical activity is often times forgotten. The Journal of Adolescent Health identifies that youth from lower socioeconomic status groups, seem to be at particularly high risk for inadequate physical activity later in life. Getting your child involved with sports helps them make exercise a part of their lifestyle and increases their chance of being a healthier adult. Many of these activities have been utilizing the same equipment for the

past 10 years. Volunteers and donations currently maintain operating expenses but do not meet the demands for updated equipment, materials and education and training needs.

Strategy:

Athletic activities will result from partnerships designed by Wichita Police Department (WPD), the Park and Recreation Department and community youth. When a child realizes that they are getting better and better at their sport, they can't help but feel a sense of accomplishment. Choosing a sport that a child can grow and improve in gives that individual an opportunity to build self-esteem. Together, with positive reinforcement from parents, coaches and the community, participants will gain confidence and have a more positive view of themselves. These benefits come from the fact that sports teach many life lessons. Active parent involvement gives parents the best chance of shaping these lessons for their children. Life lessons from sports can include: Respecting others (including opponents), exercising self-discipline, playing fairly, being a good winner or loser, developing teamwork and trust, overcoming challenges and frustrations, learning to deal with criticism, responding positively to disappointments, building health and physical fitness, feeling the pride of accomplishment, taking responsibility for mistakes, showing leadership, making friends, learning to resolve conflict, learning to deal with stress, setting goals, and following rules.

These life lessons benefit youth in whatever course they set in life. These skills are all necessary in selecting, securing and maintaining employment as an adult.

Projects will focus on preventing specific problem behaviors such as school failure, social isolation, violence and the dependence on drugs. They are designed to embrace the promotion of positive development and preparation for adulthood among low-income youth. The vision is to create a learning community in partnership with the athletic organizations which will focus on the overall context in which their participants' development occurs. Outcomes are set so that participants are not only academically competent, but also connected, caring and committed to achieving in academics and in their lives. The participant will have a solid sense of purpose, and understanding of values, and a chance to succeed.

Math and Science week is a special week known as "Wiz Week" and constitutes one week of an eight week activities camp for kids. During the program campers will be learning skills related to math and science through activities led by certified teachers and in partnership with the National Society of Black Engineer's (NSBE) Wichita Chapter. Campers will concentrate on floatation, chemistry, motion and energy. The NSBE members will teach the different types of engineering and lead them in various experiments.

Saving Our Sons-neighborhood Based Mentoring Program is a partnership with the Real Men Real Heroes. Their goal is to improve the academic achievement, self-esteem; social competence and avoidance of problem/high risk behavior by providing a relationship with a male adult council who work on the young men developing to their potential.

Story Telling Project is a partnership with the Wichita Griots, which will promote community cultural development and a mutual understanding among young people through the art of storytelling and visual art. Interactive workshops are planned to empower youth to communicate the importance about themselves and their community. Youth will use a medium that cuts across language barriers through the lens of cameras using both video and pictures. The objective will be to help youth connect to their community and to have that community acknowledge their perspective.

Implementation process:

Projects will be available during the appropriate sports season. Activities will be designed to help get the players back into the mindset of school. Volunteer tutors will work with participants on their math and language vocabulary and other identified academic areas. Volunteers will use various techniques and skills that they will learn from extensive training sessions to teach participants how to learn, get past barriers, and achieve academic success. Projects will focus on continuing the character building and art reinforcement exercises. Activities and discussions will cover character building subjects such as peer pressure, bullying, and conflict resolution. Coaches, community mentors and tutors will be used to help emulate what is being taught from the *"What Do You Stand For?" A Guide to Building Character* book by Barbara A. Lewis. This is a nationally recognized character education program that has shown positive effects in academic achievement and was presented by the staff at the Wichita Public School. In some cases since youth will arrive directly from school to the program and go straight to

practice or activity a light meal may be provided to help improve their concentration and help keep them from hunger.

WPD officers involved will provide a positive role model for youth in the community in not only teaching the sport fundamentals, but through instilling leadership, sportsmanship and improved self-esteem of the youth participants in the projects. Officers will provide tutoring sessions focusing on education but will also place emphasis on making positive choices. These programs will provide juveniles in the community with an alternative to involvement in crime through a positive role model approach. WPD officers donate their time to these projects and act as role models for participants.

Key personnel: Project Directors: NCH, WPD, Park and Recreation Department and CDO

The City of Wichita is providing space, Park and Recreation is providing supervising staff, and the Social Rehabilitation Services is providing some supplies and creation of the academic stats cards, while USD 259 is providing information about their educational standards that the children must reach and providing us access to the children's academic records with the permission from their parents. The Foster Grandparent program is providing grandparents to help with the preparing of snacks and to do some of the activities.

Other resources:

State of Kansas Reentry Program, Social & Rehabilitation Services, Wichita Public Library, Wichita Park and Recreation, Boys and Girls Club, YMCA, USD 259, Catholic Charities Foster Grandparents, Pure and Simple Abstinence Education

Performance targets: See attachment

Impact:

Participating youth will show improvement on their grade card, as well as, an improvement of at least one level in their reading and math skills. Those participating in the character building sessions will show an understanding of key points in character building. Athletic activities will teach youth the importance of fitness, proper nutrition, and the role exercise plays in maintaining good health. Positive experiences play an essential role in raising happy and healthy human beings. Sports provide numerous opportunities for positive experiences both for the youth, the family and the community.

Youth involved in these are activities are more likely to:

- Avoid regular or heavy smoking
- Avoid drugs
- Stay in school
- Have good conduct
- Attain high academic achievement
- Decrease participation in gang activity
- Develop respect and positive relationships with law enforcement officials

The family is more likely to see:

- Increased respect for parents and siblings
- Increased responsibility on the part of the child
- Increase willingness to resolve conflict in a positive way
- Positive results of law enforcement activities

The community is more likely to see:

- Reduced criminal activity
 - Vandalism (including graffiti), illegal drug activity, larcenies,
- Reduced violent crimes against other persons
- Increase community awareness and pride
- Increase in youth volunteers in community service projects
- Positive community action
- Economic growth and development

The primary focus of this project is to keep youth involved in activities and out the court system with positive influences promoting good juvenile behavior and academic success. The activities in this project are sustainable with dedicated and outstanding volunteers.

Second Reading Ordinances for December 22, 2009 (first read on December 15, 2009)

Approval of Economic development Incentives, Cox Machine, Inc. (District V)

ORDINANCE NO. 48-579

An ordinance of the city of Wichita, Kansas, prescribing the form and authorizing the execution of a forgivable loan agreement and promissory note by and between Cox Machine, Inc. and the City of Wichita, Kansas.

Ordinance amending Section 5.88.010 of the Code of the City of Wichita, Kansas, pertaining to the crime of Unlawful Use of Weapons.

ORDINANCE NO. 48-580

An ordinance amending section 5.88.010 of the code of the city of Wichita, Kansas, pertaining to the crime of unlawful use of weapons and repeal of the original section 5.88.010

Ordinance appropriating the 2010 budget; ratifying the payment of claims against the 2009 budget.

ORDINANCE NO. 48-582

An ordinance appropriating the amounts set up in each fund in the budget; providing for the payment of all claims and charges against the accounts provided for therein; and approving and ratifying the payment of all claims against the accounts.

Revision to Chapter 6.04, Animal Control and Protection.

ORDINANCE NO. 48-583

An ordinance amending Sections 6.04.010, 6.04.040, 6.04.045, 6.04.046, 6.04.048, 6.04.052, 6.04.60, 6.04.070, 6.04.140, 6.04.155 and 6.04.157 of the code of the City of Wichita, Kansas, pertaining to animals and repealing the originals of said sections.